# SUPREME COURT OF THE UNITED STATES.

No. ~~194.~~ 115

HENRY WHITIN AND EDGAR TUCKER, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

GOVERNMENT PRINTING OFFICE, WASHINGTON.

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1 At a circuit court of the United States for the first circuit began and holden at Newport, within and for the Rhode Island district, on the fifteenth day of June, A. D. 1863, before the honorable Nathan Clifford, associate justice of the Supreme Court of the United States for said circuit, and the honorable John Pitman, district judge for Rhode Island district.

In the records of the proceedings of said court, among others, are the following, to wit:

TUCKER, WHITIN & CARRERE, claimants of schooner Adelso and cargo, appellants,
*vs.*
THE UNITED STATES OF AMERICA.
} Appeal in admiralty.

Be it remembered that at the November term, 1861, the following record was certified to this court from the district court of said Rhode Island district.

2 United States district court.

*Libel.*

UNITED STATES OF AMERICA.

At a special district court of the United States for the district of Rhode Island, holden at Providence, within and for said district, on the thirteenth day of November, A. D. 1861, before honorable John Pitman, district judge for Rhode Island district, the following libel was disposed of:

THE UNITED STATES OF AMERICA
*vs.*
THE SCHOONER ADELSO, her tackle, apparel, furniture, cargo, &c.

Be it remembered that on the fourth day of September, A. D. 1861, the following libel was filed in the clerk's office of the district court for said district:

3 UNITED STATES OF AMERICA.

District court of the United States for the district of Rhode Island.

THE UNITED STATES OF AMERICA, and all others interested as captors,
*vs.*
THE SCHOONER ADELSO, her tackle, apparel, furniture, cargo, and property of every description found on board.
} In prize.

To the honorable John Pitman, judge of the district court of the United States for the district of Rhode Island:

Wingate Hayes, esq., the attorney of the United States for the district of Rhode Island, informs this honorable court that the schooner

Adelso, her tackle, apparel and furniture, cargo, goods, wares, merchandise of every description found on board, were, on or about the thirteenth day of August, in the present year, 1861, seized and captured by Seth W. Macy, collector of the port of Newport, in said port of Newport, and within the admiralty and maritime jurisdiction of the honorable court, and on waters navigable from the sea by vessels of ten or more tons burthen, as lawful prize to the United States, and to the captor aforesaid.

Second. That said schooner, her tackle, apparel and furniture, cargo, goods, wares and merchandise of every description on board, have, since said seizure and capture, remained and are now lying in said port of Newport, in said district.

In attestation of which, said libellant exhibits the schooner's papers, documents and letters found on board, and also the testimony of the witnesses duly taken *in preparatorio* by the prize commissioner appointed by this honorable court, which are or will be duly filed in the registry thereof.

He therefore prays that a monition may be issued, pursuant to the regulations of this honorable court in matters of prize, requiring all persons, at the time and place therein specified, to show cause why the said vessel and property should not be condemned as lawful prize by the definitive sentence of this court, and the attestation aforesaid, or such proof as may be ordered sustaining the information; that such sentence of condemnation be passed, and pursuant thereto,
4 that a decree of sale of said property, and of the distribution of the proceeds thereof, pursuant to the laws of the United States and the rules and regulations of this honorable court, may be duly had thereon.

WINGATE HAYES,
*U. S. District Attorney.*

*Order of court thereon.*

September 4th, 1861. Allowed, and let a warrant and monition issue, returnable at a special district court to be holden at Providence, on Monday, the sixteenth instant.

JOHN PITMAN,
*District Judge U. S., R. I. District.*

*Warrant and monition.*

RHODE ISLAND DISTRICT, *sc:*

The President of the United States of America to the marshal of said district of Rhode Island, greeting:

Whereas a libel has been filed in the clerk's office of the district court for the Rhode Island district against the schooner Adelso, her tackle, apparel, furniture, cargo, goods, wares and merchandise, found on board thereof, on the fourth day of September, A. D. 1861, by Wingate Hayes, esq., attorney of the United States for said Rhode Island district, praying that the same may be condemned and sold for reasons and causes in said libel mentioned, and that the usual process

and monition of the said court in that behalf to be made, and that all persons interested in said schooner Adelso, her tackle, apparel, furniture, &c., may be cited to answer the premises:

And whereas said libel has been allowed by the district judge for said district, and the usual process ordered thereon:

You are, therefore, hereby commanded to attach the said schooner Adelso, her tackle, apparel, furniture, cargo, goods, wares and merchandise, wherever the same may be found, and detain the same in your custody until further order of court, and to give due notice of such seizure and information, by causing the substance of this libel, setting forth the time and place of trial, to be inserted in some newspaper published near the place of said seizure, and also by posting up the same upon one of the masts of said schooner, that all persons claiming the said schooner, her tackle, apparel and furniture, &c., or knowing, or having anything to say why the same should not be condemned as forfeited to the use of the United States, that they may be and appear before the said court, to be holden at Providence, within and for the Rhode Island district, on the sixteenth day of September, at 10 o'clock a. m., then and there to interpose a claim for the same, and make their allegations in their behalf.

And what you shall have done in the premises, do you then and there make return thereof, together with this writ.

Witness the Hon. John Pitman, our district judge, this fifth day of September, A. D. 1861.

HENRY PITMAN, *Clerk.*

UNITED STATES OF AMERICA.

RHODE ISLAND DISTRICT, *sc:*
*September fifth*, 1861.

I have this day arrested and taken custody of the schooner Adelso, her tackle, apparel, furniture, goods, effects, cargo, &c., and have given notice to all persons lawfully intervening for their interests therein that a special district court will be held thereon, on the sixteenth day of September, instant, at the United States district court rooms in Providence, where they may attend, if they see fit, by posting a true and attested copy of the warrant on one of the masts of said schooner, and by causing the substance of the same to be published in the Newport Daily News, as commanded.

ALBERT SANFORD,
*U. S. Marshal.*

*Petition and order for sale of perishable stores.*

United States district court, Rhode Island district.

To the Hon. John Pitman, judge of said court:

Wingate Hayes, attorney of the United States for said district, respectfully represents:

That a certain quantity of flour, beef, and other articles, being part of the stores of the schooner Adelso, now in the custody of the

5 U. S. marshal, libelled as prize, are in a perishing condition; he therefore prays your honor that the marshal be directed to remove the seals from said vessel, so far as shall be necessary to obtain said stores, and cause so much of said stores as are perishable, to be sold at public auction, and to make return of his doings, and deposit the proceeds of such sale in the registry of this court.

WINGATE HAYES,
*U. S. Attorney.*

September 6th, 1861. It is ordered that the marshal may sell such of the said stores as are perishable, and that a warrant of sale issue accordingly, directing him to sell the same at public auction, after due public notice thereof, and that he bring the proceeds thereof into the registry of this court.

JOHN PITMAN, *District Judge.*

*Warrant of sale.*

UNITED STATES OF AMERICA,
*Rhode Island District, ss:*

The President of the United States of America to the marshal of said district, or to his deputy, greeting:

Whereas a libel was filed in the district court of the United States for said district on the fourth day of September, A. D. 1861, by Wingate Hayes, esq., attorney of the United States for said Rhode Island district, for and in behalf of the United States, against the schooner Adelso, her tackle, apparel, furniture, cargo, &c., praying that the same may be condemned and sold, to answer the prayer of said libel; and whereas said schooner Adelso, her tackle, apparel, furniture, cargo, &c., have been attached by the process issued out of the said district court, in pursuance of said libel, and are now in custody by virtue thereof, and such proceedings have been thereupon had, that by an interlocutory order of said court, in this cause, made on the sixth day of September, A. D. 1861, a certain quantity of flour, beef, and other articles now in your custody, being a part of the cargo and stores of said schooner Adelso, represented to be in a perishing condition, have been ordered to be sold, and the
7 proceeds of such sale to be paid into the registry of said court, after giving six days' notice of such sale, according to law:

Therefore, you, the said marshal, are hereby commanded to cause the said flour, beef, and other articles, comprising part of the cargo and stores of the said schooner Adelso, and liable to perish, so ordered to be sold in manner and form, upon notice at the time and place by law required, and that you have the money arising from such sale in court as soon as may be, and that you pay the same to the clerk of said court; and have you also then and there this writ.

Witness the Hon. John Pitman, our district judge, at Providence, this sixth day of September, A. D. 1861.

HENRY PITMAN, *Clerk.*

RHODE ISLAND DISTRICT, *sc.*
*September 6th*, 1861.

I have this day made service of the above order, by advertising the ship stores above named to be sold at a marshal's sale, at public auction, in Newport, on Saturday, the 14th day of September, instant, as commanded.

ALBERT SANFORD, *U. S. Marshal.*

| | |
|---|---|
| Fees—Service ..... | 2 00 |
| Copy ..... | 50 |
| Thirty miles' travel | 1 80 |
| Advertising ..... | 3 34 |
| | $7 64 |

PROVIDENCE, *September 14th*, 1861.

Pursuant to the above, I have this day sold, at a marshal's sale, at public auction, the above-named ship stores, for the sum of sixteen dollars and fifty cents, and now have the proceeds in court, as commanded.

ALBERT SANFORD, *U. S. Marshal.*

| | |
|---|---|
| Fees—Service ..... | 2 00 |
| Thirty miles' travel | 1 80 |
| Percentage ..... | 41 |
| Labor ..... | 50 |
| | $4 71 |

Received of Albert Sanford, marshal, sixteen dollars and fifty cents, being the proceeds of the sale under said warrant.

HENRY PITMAN, *Clerk.*

8 UNITED STATES OF AMERICA.

District court of the United States for the district of Rhode Island

THE UNITED STATES OF AMERICA *vs.* THE SCHOONER ADELSO, her tackle apparel and furniture, cargo, and property of every description on board. } In prize.

*Claim.*

And now Edgar Tucker and Henry Whitin, merchants and native citizens of the United States, of Boston, in the district of Massachusetts, and copartners under the name and firm of Tucker, Whitin & Carrere, for themselves and on behalf of Machean, Maris & Co., of London, in the kingdom of Great Britain, and of J. & D. MacRae & Co., of Wilmington, in the State of North Carolina, come and claim the cargo, goods, wares and merchandise of every description found on board the said schooner Adelso, and do aver that the same is their

property, and that no other person or persons are, or at the time of their seizure were, directly or indirectly, interested therein. And they do further aver that the said cargo, goods, wares, and merchandise of every description found on board the said schooner, are not liable to confiscation or condemnation as prize or otherwise for any violation of law whatsoever, but that the seizure aforesaid by the collector of the port of Newport was without any lawful or probable cause.

And all these things the said Edgar Tucker and Henry Whitin, for themselves and their aforementioned principals, are ready to verify. Wherefore they pray restitution of the said cargo, goods, wares and merchandise of every description found on board the said schooner, together with damages and costs.

EDGAR TUCKER,
HENRY WHITIN,
*Proctors for claimants of cargo, &c.*

Witnesses :
BENJ. F. THOMAS.
RICHARD OLNEY.

9 MASS. DISTRICT, *ss :*
*Boston, Sept.* 30, 1861.

Then personally appeared the above-signed Edgar Tucker and Henry Whitin, and made oath that the foregoing was true, to the best of their knowledge and belief.

Before me,

HENRY L. HALLETT,
*Commissioner of the Circuit Court of the United States for the District of Massachusetts.*

UNITED STATES OF AMERICA.

District Court of the United States for the district of Rhode Island.

| | |
|---|---|
| THE UNITED STATES OF AMERICA *vs.* THE SCHOONER ADELSO, her tackle apparel, and furniture, cargo and property of every description found on board. | In prize. |

Affidavit of the claimants of the cargo, merchandise, &c., found on board.

And the said Edgar Tucker and Henry Whitin, upon their oaths declare and say :

That on or about the fifth day of July last past, by a charter-party of that date, made and concluded upon between John Kay, master, for and on account of owners, of the first part, and Tucker, Whitin & Carrere, of the second part, the said Tucker, Whitin & Carrere chartered and hired the British schooner Adelso, of St. John, New Bruns-

wick, for a voyage from Welshpool, Campobello, to Wilmington, North Carolina, or as near there as the blockade might allow, and back to a port in Great Britain or British North America to discharge, or for orders to a port in Great Britain or United States, as charterers might direct, upon certain terms and conditions therein contained, as by reference to the said charter-party hereunto annexed, marked (A,) more fully appears.

That, on or about the sixth of July last past, the said charterers, Tucker, Whitin & Carrere, by a letter of that date, instructed the master of said schooner, Thomas Kimball, as follows, to wit:

"You will proceed to Wilmington, N. Carolina, and report to Messrs. J. & D. MacRea & Co. there, and deliver our letter to them, who will load you, and give you orders for further destination. If they send you back to the provinces, you will, upon arrival, report to us at Boston, by telegraph, and await our orders. If you are overhauled upon your way to Wilmington, and warned not to go in by those having authority so to do, you will make your way back to your port of departure, Welshpool, without delay, and report to Mr. Robert Mowe, jr.," as by reference to a copy of said letter of instructions hereunto annexed, marked (B,) more fully appears.

And the said claimants further declare, that at the time of the making of said charter-party, the said Edgar Tucker carefully and explicitly cautioned both, the said John Kay and Thomas Kimball, master of the said schooner, who was hired by the owners for the said voyage, against taking any outward cargo, and against running any risk by an attempt to evade or violate any blockade if the port of Wilmington should be found to be blockaded; assured them that the charterers would not take nor be responsible for any such risk; and expressly directed him, Captain Kimball, to make no attempt to enter the port of Wilmington, unless he should find the port entirely open and unobstructed.

That, by a letter bearing date the same sixth of July last past, the said Tucker, Whitin & Carrere wrote to J. & D. MacRae & Co., informing them that, in accordance with previous arrangements, they had chartered the schooner Adelso to proceed to their port, (Wilmington,) if possible, to load, upon joint account, with such cargo of naval stores, cotton, rice, &c., and for such part as they (J. & D. MacRae & Co.) might deem best, stating the terms of the charter-party; and in case the schooner was sent back to the provinces, recommending her return to the neighborhood of her port of departure, Campo Bello, that her cargo might be re-exported, in bond, to Boston, as by reference to a copy of said letter herein, marked (C,) more fully appears.

That the schooner Adelso, in the course of a week or thereabouts, proceeded on her voyage, in ballast, and arrived off the port of Wilmington on or about the twenty-fourth of July; that she lay off the bar for six hours, or more, and was not overhauled, nor warned off, nor notified of the existence of any blockade, nor was any blockading fleet visible; that, on the contrary, the entrance to the port being entirely free and unobstructed, she went in, another vessel having also

gone in the day previous; that the master duly reported himself to
J. & D. MacRae & Co., and the schooner was by them duly
11 laden; and on or about the fifth day of August the master signed five bills of lading, indorsed in blank by J. D. MacRae & Co., and whereby the cargo was made deliverable to order, at Halifax, Nova Scotia, as by reference to one of which bills of lading hereunto annexed, marked (D,) more fully appears; that, on or about the same fifth day of August, the schooner left Wilmington, and after again lying off the bar for six hours, or more, without sight of any blockading fleet, or any indication whatever that any blockade did exist, put to sea, and that another vessel left Wilmington at the same time and under the same circumstances.

That, by a letter of the same date, viz., the fifth day of August last past, J. & D. MacRae & Co. wrote to Tucker, Whitin & Carrere, informing them of the loading of the schooner Adelso; requesting them, upon her arrival at Halifax, to instruct their agents to have her cargo reshipped to MacLean, Maris & Co., London, informing them of drafts upon Tucker, Whitin & Carrere, for which they were to reimburse themselves by drafts against the shipment by the Adelso; and desiring Tucker, Whitin & Carrere to insure said shipment at profit valuation from Wilmington to Halifax, and thence to England, as by reference to the said letter, marked (E,) more fully appears.

That as desired in the letter last mentioned of J. & D. MacRae & Co., Tucker, Whitin & Carrere accepted the drafts upon themselves of J. & D. MacRae & Co., and for reimbursement, some time towards the latter part of the month of August, made a draft upon MacLean, Maris & Co., of London, on account of said shipment by the Adelso, to the amount of about twenty-five hundred dollars, (£500,) which said draft has been duly accepted by said MacLean, Maris & Co., as by reference to their letter, bearing date the 10th of September last past, hereunto annexed, marked (F,) fully appears; and that said Tucker, Whitin & Carrere, some time early in the month of September, made other drafts upon said MacLean, Maris & Co., against the same shipment per Adelso, to the amount of about forty-five hundred dollars, (£900,) of the due acceptance of which drafts, however, sufficient time has not yet elapsed for them to be advised.

That, on or about the nineteenth day of August last past, the said schooner Adelso, while on her way to Halifax, was driven into the port of Newport by stress of weather, and was there, as these claimants humbly suppose, unlawfully seized by Seth W. Macy, the collector of said port; and these claimants declare that they have not
intended not attempted to evade or run any blockade, and
12 have nor, in fact, done so, but that, when the schooner Adelso went into and came out of the port of Wilmington, that port was as open and free from all impediment by any naval force of the United States as the port of Newport or the port of Boston; and these claimants further declare, that they have not, to their knowledge, violated any law whatever; that their claim, hereunto annexed, is just

and true; and that they shall be able to make due proof thereof, as they truly believe.

EDGAR TUCKER.
HENRY WHITIN.

MASS. DIST., *ss:*
*Boston, Sept.* 30, 1861.

Subscribed and sworn to as true to the best of their knowledge and belief by the said Tucker and Whitin.

Before me, HENRY L. HALLETT,
*Commissioner of the Circuit Court of the United States for Massachusetts District.*

A.

This charter-party, made and concluded upon in Eastport, the fifth day of July, in the year one thousand eight hundred and sixty-one, between John Kay, master, for and on account of owners of the schooner Adelso, of St. John's, N. B., of the burden of ninety-nine tons, or thereabouts, register measurement, now lying in the harbor of Indian island, of the first part, Tucker, Whitin & Carrere, of Boston, Mass., merchants, of the second part, witnesseth: That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, doth covenant and agree on the freighting and chartering of the said vessel unto the said party of the second part, for a voyage from Welchpool, Campobello, to Wilmington, North Carolina, or as near there as the blockade will allow, and back to a port in Great Britain or British North America to discharge, or for orders to a port in Great Britain or United States, as charterers may direct, on the terms following, that is to say:

First. That the said party of the first part doth engage that the said vessel in and during the said voyage shall be kept tight, staunch, well fitted, tackled, and provided with every requisite, and with men and provisions necessary for such voyage.

13 Second. The said party of the first part doth further engage that the whole of said vessel (with the exception of the cabin and the necessary room for the accommodation of the crew and the stowage of the sails, cables, and provisions) shall be at the sole use and disposal of the said party of the second part during the voyage aforesaid; and that no goods or merchandise whatever shall be laden on board otherwise than from the said party of the second part, or their agent, without their consent, on pain of forfeiture of the amount of freight agreed upon for the same.

Third. The said party of the first part doth further engage to take and receive on board the said vessel, during the aforesaid voyage, all such lawful goods and merchandise as the said party of the second part, or their agent, may think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said

party of the first part, doth covenant and agree with the said party of the first part to charter and hire the said vessel as aforesaid on the terms following, that is to say:

First. The said party of the second part doth engage to provide and furnish to the said vessel.

Second. The said party of the second part doth further engage to pay to the said party of the first part, or their agent, for the charter or freight of the said vessel during the voyage aforesaid, in manner following, that is to say, three hundred dollars for each and every month, and in proportion for a part or parts of a month, and to pay all port charges chargeable to said vessel.

It is further agreed between the parties to this instrument, that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days, as follows, that is to say:

It is also further understood and agreed that the cargo or cargoes shall be received and delivered according to the customs and usages at the ports of loading and discharging.

It is hereby understood that the charterers are to pay for the time only that the vessel is employed, and that the captain is to use every despatch in leaving port, loading, discharging, and making the voyage, and that the charterers or their agents will advance to the master, for account of the owners, such sums of the charter earned
14 as the master may need to prosecute the voyage, said payments to be receipted for on the master's charter-party and in duplicate.

To the true performance of all and every of the foregoing covenants and agreements the said parties, each to the other, do hereby bind themselves, their heirs, executors, administrators and assigns, (especially the said party of the first part, the said vessel, her freight, tackle and appurtenances; and the said party of the second part, the merchandise to be laden on board,) each to the other, in the penal sum of six hundred dollars.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

JOHN KAY. [L. S.]
TUCKER, WHITIN & CARRERE. [L. S.]

Sealed and delivered in presence of
R. MORRIS, Jr.

B.

EASTPORT, *July* 6, 1861.

DEAR SIR: You will proceed to Wilmington, N. Carolina, and report to Messrs. J. & D. MacRae & Co, then and our letter to them, who will load you and give you orders for further destination. If they send you back to the provinces, you will, upon arrival, report to us at Boston by telegraph, and await our orders.

If you are overhauled upon your way to Wilmington, and warned

not to go in by those having authority so to do, you will make your way back to your port of departure, Welchpool, without delay, and report to Mr. Robt. Moore, jr.

Wishing you a speedy and successful voyage, very truly yours,

TUCKER, WHITIN & CARRERE.

Capt. KIMBALL, *Schr. Adelso.*

C.

SCHR. ADELSO, *Eastport, July* 6, 1861.

DEAR SIRS: In accordance with our arrangements with your Mr. Dix, we have chartered the British schr. Adelso, Capt. Kimball, to proceed to your port, if possible, to load upon joint account with your good selves, with such cargo of naval stores, cotton, rice, &c., and for such port, as you may deem best for the interests of those concerned. The terms of the charter-party are three hundred dollars monthly and port charges, with the privilege of sending her to any port in Great Britain or British North America. If she returns to the provinces we would recommend her return to the neighborhood of her port of departure, Campobello, that her cargo may be re-exported in bond to Boston. Doubtless Mr. Dix will have returned before receipt of this, and will supply any deficiency in the present advices in the absence of additional from Boston.

EDGAR TUCKER,
*Of the firm of Tucker, Whitin & Carrere.*

Messrs. J. & D. MACRAE & Co.,
*Wilmington, N. C.*

D.

Shipped in good order and well-conditioned by J. & D. MacRae & Co., on board the British schooner called the "Adelso," whereof Thomas Kimball is master, now lying in the port of Wilmington, N. C., and bound for Halifax, N. S.—to say: Four hundred and thirty-one casks spirits turpentine, and three hundred and thirty-eight barrels No. 1 rosin, of which one hundred and thirty-seven barrels of rosin are on deck, being marked and numbered as in the margin, and are to be delivered in the like good order and well-conditioned at the aforesaid port of Halifax, N. S., (the dangers of the seas excepted,) unto order, or to their assigns, he or they paying freight for the said cargo as per charter-party, with primage and average acustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in Wilmington, N. C., the 5th day of August, 1861.

THOMAS KIMBALL.

| | | |
|---|---|---|
| Empire Distillery | 50 cks. | spts. |
| C | 50 " | " |
| F | 38 " | " |
| D | 50 " | " |
| D | | |
| R | 30 " | " |
| J | 51 " | " |
| X | 23 " | " |
| T | 23 " | " |
| IG | 116 " | " |
| | 431 | |

| | | |
|---|---|---|
| W | | |
| R | 40 bbls. | No. 1 rosin. |
| W. S. | 7 " | " |
| I. G. | 111 " | " |
| H. J. McL. | 20 " | " |
| B. C. Godorin | 8 " | " |
| P & B | 41 " | " |
| C & J | 19 " | " |
| H P | 90 " | " |
| T. J. C. | 2 " | " |
| | 338 | |

16 E.

WILMINGTON, N. C., *August* 5, 1861.

GENTS: Yours of 9th and 20th ult. were duly received. The Adelso is loaded and will sail to-morrow. She takes 431 casks spirits, and about 338 bbls. No. 1 rosin, ordinary to fine quality, which on her arrival at Halifax we wish you to instruct agents to reship to Mac lean, Maris & Co., London.

We have drawn on you at sight, favor of Sam'l D. Allen, $771, and favor of Simon F. Brass, Halifax, N. S., at sight for $845 27, which please honor and reimburse yourselves by drawing against this shipment on our account.

We wish insurance provided for profit valuation hence to Halifax and thence to England.

Yours, very respectfully,

J. & D. MACRAE & CO.

Messrs. TUCKER, WHITIN & CARRERE, *Boston.*

We write Maclean, Maris & Co., by the schooner.

F.

[Dup.]

LONDON, *September* 10, 1861.

DEAR SIRS: Your favor of the 22d and 27th ult. were received yesterday. The draft advised and found therein for £500, say five hundred pounds, is accepted by us, and in conformity with the instructions in your later dated favor, returned by this steamer to our agent, Mr. Edward Cowan, of New York, who will be guided by your order respecting its disposal. As the "Adelso" merely put into Newport for shelter, and went in and out of Wilmington without impediment, we presume her detention will be but trifling, the seizure being against law.

With the tender of our services at this port, we are, gentlemen, yours very obediently,

MACLEAN, MARIS & CO.

Messrs. TUCKER, WHITIN & CARRERE, *Boston.*

[Original per Saxonia.]

LONDON, *September* 11, 1861.

GENTS: The present is merely to advise contents of our respects of yesterday in case of need, for which purpose a duplicate is prefixed.

We are, gentlemen, your obedient serv'ts,

MACLEAN, MARIS & CO.

Messrs. TUCKER, WHITIN & CARRERE, *Boston.*

[Per City of New York ]

17 UNITED STATES OF AMERICA.

District court of the United States, for the district of Rhode Island.

THE UNITED STATES OF AMERICA
*vs.*
THE SCHOONER ADELSO, her tackle, apparel and furniture, cargo and property of every description found on board. } In prize.

*Claim.*

And now, Edgar Tucker and Henry Whitin, of Boston, in the district of Massachusetts, native citizens of the United States, and merchants, and copartners under the name and firm of Tucker, Whitin & Carrere, come, and on behalf of Henry Horton, of St. John, New Brunswick, and John Kay, of Indian Island, Nova Scotia, claim the said schooner Adelso, her tackle, apparel, furniture and stores found on board, and do aver that the same is their property, and that no other person or persons are, or at the time of her seizure were, directly or indirectly interested therein. And they do further aver, that the said schooner, her tackle, apparel, furniture and stores found on board, are not liable to confiscation or condemnation as prize, or otherwise, for any violation of law whatsoever, but that the seizure aforesaid, by the collector of Newport, was without any lawful or probable cause.

And all these things the said Edgar Tucker and Henry Whitin, on behalf of the aforementioned Henry Horton and John Kay, are ready to verify. Wherefore, they pray restitution of the said schooner, her tackle, apparel, furniture and stores found on board, together with damages and costs.

EDGAR TUCKER.
HENRY WHITIN.

BENJ. F. THOMAS,
RICHARD OLNEY,
*Proctors for claimants of schooner, tackle, &c.*

18 MASSACHUSETTS DISTRICT, *ss:*
*Boston, September* 30, 1861.

Then personally appeared Edgar Tucker and Henry Whitin, and made oath that the foregoing statement by them subscribed was true, to the best of their knowledge and belief.

Before me,

HENRY L. HALLETT,
*Commissioner of the Circuit Court of the United States for the District of Massachusetts.*

UNITED STATES OF AMERICA.

District court of the United States, for the district of Rhode Island.

THE UNITED STATES OF AMERICA
*vs.*
THE SCHOONER ADELSO, her tackle, apparel, and furniture, cargo, and property of every description on board.
} In prize.

Affidavit of the claimants of the schooner, her tackle, apparel, furniture, and stores found on board.

And the said Edgar Tucker and Henry Whitin, upon their oaths, declare and say:

That in the test affidavit already made by them in this cause, in behalf of the claimants of the cargo, goods, wares, and merchandise of every description found on board the said schooner Adelso, they have already stated the material facts respecting the claim here made by them, on behalf of the said Henry Horton and John Kay, and how the deponents stand connected with or acquired knowledge of it; to which said affidavit, therefore, they crave leave to refer you for a statement for such facts.

And they do further declare, on behalf of the said Henry Horton and John Kay, that their schooner Adelso, her tackle, furniture, apparel, and stores, found on board, were not chartered and hired by them to the said charterers, Tucker, Whitin & Carrere, with the intention or for the purpose in any possible event of running or evading, or attempting to run or evade, any blockade whatsoever, but for a perfectly lawful and honorable voyage; that, as they fully believe, no blockade has been violated or attempted to be violated by the said schooner; but that even if any lawful blockade
19 were proven to have been violated or evaded by the said schooner while on the said voyage, the said schooner, her tackle, apparel, furniture, and stores on board would not, therefore, be lawful prize, nor subject to confiscation or condemnation, such violation of blockade not being with their sanction or authority, but in direct contradiction to their wishes and intentions, as explicitly made known to the master of the said schooner before leaving her port of departure.

And these claimants further declare that they have not, to their knowledge, violated any law whatever; that their claim, hereunto annexed, is just and true, and that they shall be able to make due proof thereof, as they truly believe.

EDGAR TUCKER.
HENRY WHITIN.

MASSACHUSETTS DISTRICT. *ss:*
*Boston, September* 30, 1861.

Then personally appeared Edgar Tucker and Henry Horton, and made oath that the foregoing statement by them subscribed was true, to the best of their knowledge and belief.

Before me,

HENRY L. HALLETT,
*Commissioner of the Circuit Court of the United States for Massachusetts District.*

*Stipulation for costs and expenses.*

UNITED STATES OF AMERICA.
*vs.*
SCHOONER ADELSO, her tackle, apparel, and furniture. } In prize.

At a district court of the United States of America, holden at Providence, within and for the district of Rhode Island, on the first Tuesday of October, in the year of our Lord one thousand eight hundred and sixty-one, at a special term, in cause of The United States of America, by Wingate Hayes, esq., attorney of United States of America, *vs.* The Schooner "Adelso," her tackle, apparel, furniture, cargo, and property of every description on board. personally appeared Henry Whitin, in behalf of himself and Edgar Tucker, copartners, under the name and firm of Tucker, Whitin & Carrere, both of Boston, in the district of Massachusetts, and
20 produced for surety Royal C. Taft, of Providence, in the district of Rhode Island, merchant. And the said Henry Whitin and Royal C. Taft, submitting themselves to the jurisdiction of this court, bound themselves, their heirs, executors, and administrators, jointly and severally, in the sum of two hundred and fifty dollars unto the said United States, that the said Henry Whitin and Edgar Tucker shall pay all costs and expenses which shall be awarded against them in this suit, upon the final adjudication thereof, or by any interlocutory order, whether it be in this or any appellate court; and unless they shall do so, they do hereby consent that forthwith execution shall issue forth against them, their heirs, executors, and administrators. jointly and severally, and against their lands, goods, and chattels, wheresoever the same shall be found, to the value of the sum above mentioned, without further notice or delay.

Attest: HENRY PITMAN, *Clerk.*

UNITED STATES OF AMERICA.

*Stipulation on claim and cargo.*

UNITED STATES
*vs.*
THE SCHOONER ADELSO. } In prize.

Stipulations for costs and expenses. At a district court of the United States of America, holden at Providence, within and for the district

of Rhode Island, on the first Tuesday of October, in the year of our Lord one thousand eight hundred and sixty-one, at a special term, in cause of The United States of America *vs.* The schooner Adelso, her tackle, apparel, furniture, cargo, and property of every description found on board, personally appeared Henry Whitin, in behalf of himself and Edgar Tucker, merchants and copartners, under the name and firm of Tucker, Whitin & Carrere, both of Boston, in the district of Massachusetts, and produced for surety Royal C. Taft, of Providence, in the district of Rhode Island, merchant. And the said Henry Whitin and Royal C. Taft, submitting themselves to the jurisdiction of this court, bound themselves, their heirs, executors, and administrators, jointly and severally, in the sum of two hundred and fifty dollars, unto the said United States, that the said Henry Whitin and Edgar Tucker shall pay all costs and expenses which shall be awarded against them in this suit, upon the final adjudication thereof, or by any interlocutory order, whether it be in this or any appellate court; and unless
21 they shall do so, they do hereby consent that forthwith execution shall issue forth against them, their heirs, executors and administrators, jointly and severally, and against their lands, goods, and chattels, wheresoever the same shall be found, to the value of the sum above mentioned, without further notice or delay.

Attest :

HENRY PITMAN, *Clerk.*

*Examination in preparatorio.—Case of schooner Adelso.*

DISTRICT OF RHODE ISLAND.

To the Hon. John Pitman, district judge :

Pursuant to information and instructions, I yesterday repaired on board of the schooner Adelso, now lying at the wharf in Newport, and took possession of the same for the court, and sealed up the doors and hatches. The collector and master having stated that the cargo had been taken out on account of leakiness of the vessel and stored on Long wharf, I also repaired there, and found in store 431 barrels of spirits of turpentine and 338 barrels of rosin, which were delivered up to me for the court, and I placed my seal upon the door of the store. I have taken the examination of the master, of Seth W. Macy, and of Wm. E Dennis, relating to the vessel and cargo, and I herewith return all the papers of said vessel which were delivered up to me.

The said schooner was taken and seized (as I am informed) by the custom-house boat and revenue cutter for breach of blockade and of revenue laws. No evidence of any persons belonging to the vessel, except the master, was taken, as the others had all been discharged on account of sickness.

Annexed are the depositions of Thomas E. Kimball, master, Seth W. Macy, collector, and William E. Dennis, inspector of customs. Before testifying, they were severally cautioned and sworn, according

to the form prescribed in the 17th rule, established by this court for prize cases, and were then examined upon the standing interrogatories, and the exact answers taken thereto, and their depositions were then carefully read over and by them signed in my presence.

The number of barrels reported in the store I have taken from the collector's count; as I could not count them without expense, I deemed it unnecessary, as they are under lock and seal.

Respectfully submitted by—

E. R. POTTER,
*Commissioner in Prize Causes.*

Newport, August 30, 1861.

22 *Deposition of Thomas E. Kimball.*

Thomas E. Kimball, a witness produced, sworn and examined *in preparatorio*, on the 29th day of August, A. D. 1861, at the office of E. R. Potter, commissioner of prize, at Newport, on the standing interrogatories established by the district of Rhode Island, the said witness appearing voluntarily.

*Answers to interrogatories.*

1. I was born in Barrington, in Nova Scotia; live in Eastport, Maine, and have lived there ever since 1827. I am a citizen of the United States, am married, and my wife and family reside in said Eastport.

2. I was present at the seizure of the schooner Adelso.

3. I sailed from Wilmington, North Carolina, on the 29th July, and having been injured by a gale, came into Newport August 13th, 1861. We were hailed by the revenue boat belonging to said Newport, which came back afterwards, and I showed the officer my papers. On the afternoon of the same day three men belonging to the revenue cutter were placed on board, and we came into the inner harbor. The boat I understood to be the custom-house boat, and the vessel which put the men on board I understood to be the revenue cutter. The reason given for the seizure, as I understood, was the violation of the blockade.

4. The Adelso was under British colors; she had no other colors on board.

5. No resistance was made to the capture. There were no guns fired. The seizure was made by the custom-house officers and revenue cutter, as before stated. There were a number of vessels in sight in the harbor, but I do not know what ones. The Adelso was a merchantman, not acting under any commission, and belonging, as I understood, to a man living in New Brunswick, whose name I cannot state without looking at the papers. I have stated before that the capturing vessel was the revenue cutter, and of what force I do not know.

6. I know nothing about the commissioner of said revenue cutter. The Adelso has not yet been condemned.

7. The name of the vessel taken was the Adelso. I was her com-

mander. I was appointed commander at Eastport by Captain John Kay, her former captain, who said he had other business to attend to, and engaged me to go in her. I found the vessel at
23 Indian Island, New Brunswick. I have known the vessel and Captain Kay ten or twelve years. I took command of her at Indian Island, July 6th, the day after I made the bargain with Captain Kay. He delivered me the papers and vessel. My abode I have stated. Captain Kay's abode is at said Indian Island, and his family live there, but how long I do not know. Captain Kay was born in Indian Island, and is a British subject.

8. The Adelso is a vessel of ninety-three tons. There were five men belonging to the vessel on board when seized, besides myself, and all on board. There were citizens of the United States, one English, and one Prussian. I shipped them myself at Eastport all about the same time except the last, who came on board just before we sailed.

9. I was captain of the vessel when seized. Neither I nor any of the vessel's company, to my knowledge, had any part, share, or interest in her, or in her goods or merchandise when taken.

10. I have known the Adelso ten or twelve years. I just saw her at Eastport about ten or twelve years ago; she carried no guns. There were five men on board, besides myself, when seized. She is American built. Her name was A. L. Hyde, of Eastport, before she was sold to persons at St. John's. I think she was called so six or eight years; she has been called the Adelso, I think, about four years. I know of no other name.

11. The Adelso was bound to Halifax, Nova Scotia, when seized. The voyage began at Welchpool, New Brunswick, and I cannot say where it was to end, but my letter of instructions ordered me to return to Welchpool, with or without cargo. She sailed from Welchpool in sand ballast, and when seized was laden with spirits of turpentine and rosin. The turpentine and rosin was put on board at Wilmington; we finished putting it on board Monday, August 5th. She had no other goods, contraband or others, on board, except what I have stated.

12. She had no passport or sea-brief. I was not in her on her voyage before the last, but it commenced at Indian Island and ended there. She has carried herring for cargo. Her last cargo of herring was landed at Indian Island. On her last voyage the Adelso cleared from Welchpool. I cannot state the exact time without seeing the papers.

13. On sailing on her last voyage the Adelso carried nothing but ballast, as before stated, and she had on board spirits of turpentine and rosin when taken. They were put on board as before
24 stated, and finished loading August 5th. The quantities of each sort I cannot state without seeing the bills of lading.

14. I cannot recollect the name of the owner of the vessel without seeing the papers. I think a Mr. McRae, in Wilmington, is the owner of the goods seized; I think so by the papers I hold. I think he is a native of said Wilmington, in North Carolina, but am not sure.

He, with his family, lives at Wilmington; I do not know how long resided there, nor where they resided before. I think he is an American citizen.

15. I do not know anything about the sale of the vessel, except what appears by the register. I last saw the register in the hands of Mr. Dennis, at the office of the collector of Newport, a few days ago.

16. The lading on board when seized was put on board at said Wilmington, in the first part of August, as before stated. Mr. MacRae, of Wilmington, furnished the cargo, and it was consigned to Tucker, Whitin & Carrere, of Boston, Massachusetts. As to Mr. MacRae, I have stated. I do not know what countrymen the others are, but believe they reside in Boston. They have always resided there, as far as I know. My instructions were to return to Welchpool and telegraph to them in Boston, and await their orders. I do not know for whose account the goods were, except as I have stated. I supposed that Mr. MacRae had an interest in the goods. To the best of my knowledge he was sole owner. As to the quality, quantity, and particulars of the goods, I cannot state without seeing the papers, which are now in the hands of the collector. I believe the goods belong to Mr. MacRae, as before stated, and I know nothing about the destination except what I have stated.

17. Five bills of lading were signed for the goods seized. I believe the bills of lading were all correct, and the same with those found on board the vessel when seized.

18. At the time of the seizure there were on board a bill of lading, invoice, &c, sealed up in a letter directed to Tucker, Whitin & Carrere, of Boston. All the papers are now in the hands of the collector of Newport. They do not show any interest of mine in the vessel. They were delivered to me at Wilmington by Mr. MacRae, as I was master of the vessel. They were brought here by me and delivered to the collector.

19. I do not know the latitude and longitude of Newport. The vessel was seized at Newport aforesaid, August 13th, 1861. There was a charter-party made by Captain Kay, signed by Kay and Tucker, Whitin & Carrere, of Boston. I saw it in the hands of Kay, and have a certified copy of it. The original is not in my possession.

20. Bills of lading, invoice, and letters were on board when I left Wilmington, as before stated. No papers have ever been burnt, torn, thrown overboard, destroyed, concealed or attempted to be concealed.

21. I had heard that Wilmington was blockaded by United States vessels; I do not know whether the owners knew it or not. I have heard that the southern ports were blockaded, but cannot tell how I heard it. I find that the charter party provides for going as far as the blockade would allow, but I did not know it contained this provision until I sent and got a copy of it. When they proposed to me to go to Wilmington, I asked them if it was not blockaded. The reply was that it was not, but probably soon would be. If I had

known the charter-party contained that provision, I should not hav gone on the voyage.

22. I do not know that there was any blockade, and saw nothing to prevent my going into Wilmington. No warning was ever given to me or to the owners, to my knowledge, at any time, and no notice was ever indorsed on the ship's papers or register.

23. The register was never shown to or indorsed by any officer of the navy or revenue officer.

24. The said vessel never at any time secretly attempted to enter Wilmington, or any blockaded port, nor at any time without success. We entered and left in the open day.

25. The said vessel has never been seized as prize, (excepting this seizure,) nor condemned, to my knowledge.

26. I have received no compensation or promise of it for loss, from any one. I suppose I am on wages as master of the vessel, but do not know whether I shall ever get it. I have not written to the owners, and have not heard from them.

27. Captain Kay told me the vessel was fully insured, but I knew nothing about it.

28. I do not know whose property the cargo was to become.

29. I believe the cargo was of the growth of the country about Wilmington.

30. The cargo was all taken on board from the shore at Wilmington at the time before stated.

31. There were five bills of lading signed; two of them are in the collector's hands; I do not know where the others are. There
26 are no other papers that I know of relating to the vessel in any other country, or on board of any other vessel.

32. After the revenue men left the vessel, I gave up all the papers I had to Mr. Dennis, the inspector, who, I understand, delivered them to the collector, Mr. Macy.

33. Bulk was not broken during the voyage; but by agreement with the collector, as the vessel leaked, the cargo was taken out and stored by the collector after.

34. There was but one passenger on board, and he not secreted, arriving here. He was a Frenchman, of the name of Bebean. He told me he was a merchant. I do not know anything of him except that he came on board the morning we sailed, at Wilmington; said he was going to Halifax, and thence to Liverpool. He had nothing to do with vessel or cargo. No officers, soldiers, mariners, or citizens were on board or secreted on board up to the time of capture, except the crew before stated.

35. I believe all the passports, sea-briefs, charter-party, bills of sale, invoices, and papers found on board were true and fair, and know nothing against their credit. All the papers (except the copy of the charter-party) I received from Mr. Mac Rae, at Wilmington. He was a British consul there. They were all delivered to me expressly for this vessel, and I actually made oath to the manifest. They were to last for the voyage. Mac Rae took out the consul's and custom-house fees, &c., no fee to be paid on renewal thereof.

The vessel was actually at Wilmington when the papers were made out. The Frenchman said he had a passport, but I did not see it, and do not know what it was for. Mac Rae kept three of the bills of lading, and I do not know what he did with them. I have signed no letters or paper, except said bills of lading, relating to the vessel or cargo.

36. The vessel when taken was in Newport harbor, as before stated. She was at anchor when taken. Her course was always directed to Halifax, without deviation, until obliged to put into Newport by the storm. I estimate it to be about seven hundred miles from Newport to Halifax. Her course was not altered at any time except for contrary winds.

37. The Adelso has never been sold but once, to my knowledge, which I have stated before. I do not know anything about the consideration, security, or transfer. I believe she is a bona fide British vessel; that the transfer I have mentioned was truly and bona fide made, and three or four years ago, and was not done to cover up or conceal the real property, and I verily believe that, if re-
27 stored, she will belong to the person now claiming to be her owner, and to no other.

38. There were no guns on board, and she was not armed at all. There were no parts of warlike arms or any of the arms or equipments named, nor any warlike or naval stores except the spirits of turpentine and rosin. And nothing was concealed or thrown overboard, at the time of the capture, to prevent suspicion, nor was any warlike stores concealed on board under the name of merchandise or otherwise in the ship's papers.

39. I really believe that Mac Rae was the owner. It was consigned to Tucker, Whitin & Carrere, of Boston, destined to Welchpool to await orders from Boston. Mr. Tucker told me it would probably be entered at Welchpool, and then re-shipped to Boston. This is all I know of it.

40. She never sailed under convoy in this or any other voyage to my knowledge. I never had any instructions or directions to resist or endeavor to avoid or escape capture, or to destroy, conceal or refuse to deliver up any papers whatever.

41. The vessel never, on any former voyage, to my knowledge, sailed to or attempted to enter any blockaded port, nor on this voyage, except as before stated about Wilmington. I had heard there was to be a general blockade of southern ports, but did not know that Wilmington was blockaded, and never was warned off.

42. The vessel had no commission or license as a privateer, or letters of marque or reprisal from any authority or person whatever.

43. The vessel never sailed or acted in concert with any armed vessel whatever, against the commerce, persons, vessels, or property of any nature whatever.

The crew of the vessel, after we came into Newport, were taken sick, and were paid off and discharged by me by mutual agreement.

THOMAS E. KIMBALL.

Explanation. We proceeded on our voyage until the 13th of August morning, when near Gay Head we experienced a gale and split our sails and bore up for a harbor, and about ten o'clock anchored in Newport.

MacRae furnished the cargo, but I always supposed the consignees had some interest in it, although I cannot give any particular reasons for it.

THOMAS E. KIMBALL.

August 30th, 1861.

The foregoing explanation is made at the request of Mr. Kimball to prevent misunderstanding.

E. R. POTTER, *Commissioner.*

28 *Deposition of William E. Dennis.*

William E. Dennis, of Newport, a witness produced, sworn, and examined *in preparatorio*, on the 29th of August, 1861, at the office of E. R. Potter, commissioner of prize, at Newport, on the standing interrogatories established by the district court of the United States for Rhode Island district, the said witness appearing voluntarily.

*Answers to the interrogatories.*

1. I was born at Newport, Rhode Island, and still live there; and have lived there thirty years, and five years in California. I am a citizen of the United States, and am not married.

2. I was present at the taking or capture of the Adelso and her cargo.

3. She was seized on the 13th of August, 1861, in the harbor of Newport. She had no commission or letters of marque or reprisal. The reasons of seizure was running the blockade, informality of papers, and violation of the revenue laws.

4. She was under British colors, and had no other, that I know of.

5. She made no resistance whatever. No guns were found. I was inspector of customs at Newport, and hailed her from my boat; she was at anchor in the harbor. The captain's reply was, he was from Wilmington, North Carolina. I asked him how he got out? if he run the blockade? He replied, he saw no blockade; he got out easy enough. I then went to the revenue cutter, lying in the port, and told the officers of the fact. I then took the lieutenant of the cutter in my boat, and we went on board the Adelso. I asked the captain for his manifest and papers. He produced his English register, and his clearance from the confederate authority at Wilmington, and other papers. We went and reported it to Collector Macy. He requested the lieutenant to send men on board to hold the vessel until he could hear from the department. He put men on board the same day. There were other vessels in the harbor. The Adelso was a merchantman. I knew not who owned her, except from the papers. The boat I was in was the custom-house boat, and the other vessel was the revenue cutter.

6. The capturing vessels were as just stated. The Adelso has never been condemned, that I know of.

7. The name of the vessel was the Adelso; and her captain
29 or master's name was Thomas E. Kimball. I never knew him or the vessel before. And to the rest of the interrogatory, I do not know.

8. The vessel is of ninety-eight tons, by the register. There were on board, the master, five men and one passenger. I do not know what countrymen; and cannot answer the remainder.

9. I did not belong to or have any interest in the vessel.

10. I never knew the vessel until I saw her here. She had no guns; was American-built. To the rest he answers, I do not know.

11. By the papers, she was bound to Halifax. She had naval stores on board, when taken. She had no other goods, but spirits of turpentine and rosin. And to the rest I answer, I do not know.

12. We found no passports or sea-brief on board. To the rest he answers, I do not know, except from the papers of the vessel.

13. She had on board naval stores; the collector has a statement of them. And to the rest, I do not know.

14. I know nothing, except from her papers.

15. I know nothing of it.

16. The goods laden on board were naval stores. I cannot state particular quantities. As to the rest, I know not.

17. I know nothing as to the bills of lading.

18. I had some of the vessel's papers, but gave them all to the collector, and presume he has them, except the register, list of crew and clearance, I hold as British vice-consul.

19. She was taken in Newport harbor. I do not know the latitude or longitude exactly. She was taken August 13, 1861. I knew nothing of any charter-party, but have seen a paper purporting to be a copy of one, in the collector's hands.

20. I do not know.

21. She was taken at Newport, which was not blockaded.

22. I understood there was to be a general blockade of the southern ports.

23. The master produced all his papers, including register, clearance, &c., and I examined them before she was seized, but after she had entered the port. The papers were not indorsed by me.

24. I do not know, and have no information.

25. I do not know.

26. I have sustained no loss by the seizure.

27. I do not know.

28. I do not know.

29. I do not know.

30 30. I do not know.

31. I do not know.

32. The papers were delivered by the master, (as I have stated,) to me, and by me to the collector, who now has them, except as before stated. These papers consisted of the register, articles, confederate clearance, consul's certificate, a letter containing a bill of

lading, an account current against the vessel, a letter to Tucker, Whitin & Currier, one to Morris, Maris & Co., of England, &c.

33. Bulk was broken after she was seized, and the goods stored on Long wharf, by agreement of the master and collector. The vessel was leaky.

34. There was one passenger named Louis De Bebian, a Frenchman. He said he was a French officer. There were no officers, mariners, soldiers, or citizens on board or secreted on board when taken, except the persons I have stated; and to the rest, I do not know.

35. I know nothing to affect the credit of the papers. The Frenchman said he had a passport, but I did not see it. I have written nor signed no papers or letter about the vessel or cargo, except in answer to a letter of inquiry from the British consul, at Boston, about the seamen. He wrote to me as being vice-consul there.

36. The Adelso was in the harbor. I do not know where bound, except from the papers. Newport, I believe, is about seven hundred miles from Halifax. To the rest, I do not know.

37. I do not know.

38. The vessel had no guns, arms, or military or naval weapons or stores of the sort mentioned, except the spirits of turpentine and rosin; and I know nothing concealed or thrown overboard. And to the rest, I do not know.

39. I know nothing, except what I see in the papers.

40. I know nothing about this.

41. I know nothing about this.

42. I know nothing about any such commission or license.

43. I do not know.

WM. E. DENNIS.

E. R. POTTER, *Commissioner.*

31 *Deposition of Seth W. Macy.*

Seth W. Macy, of Newport, a witness produced, sworn and examined *in preparatorio*, on the 29th of August, A. D. 1861, at the office of E. R. Potter, commissioner of prizes, at Newport, on the standing interrogatories established by the district court of the United States for the district of Rhode Island, the said witness appearing voluntarily.

*Answers to interrogatories.*

1. I was born in Nantucket, Massachusetts. Now live in Newport, and have for forty years. I am a citizen of the United States, am a married man, and my wife and family reside here. I am collector of the port of Newport.

2. I ordered the seizing of the vessel and cargo, but it was done by Mr. Dennis, the inspector, and the revenue cutter. I was not there when they boarded the Adelso.

3. The vessel was seized in the outer harbor of Newport, on the 13th of August, 1861, and was then taken by my order into the inner

harbor. She had no commission or letters of marque, to my knowledge. She was seized for violation of the blockade and of the revenue laws.

4. She was under English colors, and had no others on board that I know of.

5. She made no resistance. She had no guns. The seizure was made by the custom-house boat and the cutter, by my order. She was a merchantman and belonged to .

6. The capture was made by the boat and cutter as before stated, and from the master. She never has been condemned that I know of.

7. Her name was the Adelso. Her master, Thomas E. Kimball. He was appointed by the owner, as appears by the papers, at Welchpool. I never knew the vessel or him until I saw them here. To the rest, I do not know.

8. She is of 98 tons or thereabouts. There were five men on board besides the master, and one passenger. They were all Americans by the papers, except one of the crew was a foreigner, and the passenger was a Frenchman. These were actually on board when taken. It appears by the papers that all came on board at Welchpool, except the passenger. The owner shipped them, as appears by the papers, at Welchpool.

9. I did not belong to the vessel and had no interest in her.

10. I first saw her at Newport harbor. She had no guns.
32 Was American built, and had the number of men I have stated. Her name was the Adelso ; but I do not know how long it had been so. To the rest, I do not know.

11. She was bound by the papers to Halifax ; but by private letter of instructions to Welchpool. The voyage began at Welchpool. She had on board when seized, naval stores. She had no other goods that I know of. To the rest I do not know.

12. She had no passport or sea-brief, but had a clearance from the collector of the Confederate States, at Wilmington. To the rest I do not know, except as appears from the papers.

13. She had spirits of turpentine and rosin on board when taken. There were 338 bbls. of rosin and 431 bbls. of turpentine. I do not know when or where put on board.

14. I know nothing except from the papers.

15. I have never seen the bill of sale and know nothing about it.

16. I do not know except from the papers as to the time she was laden, and names of owners or consignees. I know nothing of the quality of the goods. I have stated the quantity. Of the ownership, I have no reason to know anything except from the papers.

17. It appears by the bills of lading, there were five of them all alike of same tenor and date. To the rest, I do not know.

18. I have in my possession papers marked "A" to "H" here presented. I went on board the vessel when she came in. The master afterwards delivered these papers to me, to be held until instructions arrived from the proper authorities. These are all the papers I know of except those now in the hands of Wm. E. Dennis, British vice-consul at this port, and I have no interest myself and know

nothing about the interest of others except what appears from the papers. The papers in Dennis's hands are the register, list of crew, and clearance.

19. She was taken in Newport, Rhode Island, August 13, 1861. There was no charter-party on board at the time that I know of. I have since seen a copy of it here produced, and know nothing but what appears from that.

20. I know not.

21. I know not, except that I had heard that Wilmington was blockaded.

22. I had heard of the blockade as stated. I know of no warning, and none appears in the papers.

23. The register was seized by me on board, but not ex-
33 amined by me until the captain delivered it at the custom-house. As to the rest I know not.

24. I know not. I have no information.

25. I know not.

26. I have sustained no loss and have received no pay or promise to pay.

27. I know not.

28. I know not.

29. As appears by the papers, the cargo was of the produce of North Carolina.

30. I know not.

31. I know not.

32. I know not.

33. The cargo was taken out after her arrival here by agreement of the master and me, and stored, because the vessel was leaking and insufficient to proceed. The master said he was unwilling to proceed with her.

34. There was only one passenger, a Frenchman, Louis de Bebian. There were no officers, soldiers, mariners or citizens on board, except those I have named; and to the rest I know not.

35. I have written or signed no letter, except to the government at Washington, and the district attorney, relating to my duty as to the vessel and cargo; and to the rest I know not.

36. The vessel was captured at Newport, about seven hundred miles from Halifax. It appears from the protest that the vessel had nearly reached the Vineyard sound, and then put back in distress to Newport. To the rest I know not.

37. I know not, and have no information except the papers.

38. There were no guns, military or naval stores, equipments, or any of the articles named, on board when taken, except the turpentine and rosin. To the rest I know not.

39. I have no information except from the papers.

40. I know not, and have no such papers.

41. I know not.

42. I know not.

43. I know not.

S. W. MACY.

E. R. POTTER, *Commissioner.*

The deposition of Seth W. Macy, of Newport, taken this August 30, 1861, at the office of E. R. Potter, commissioner of prize at Newport, in the matter of the schooner Adelso.

The said Seth W. Macy, on oath, declares that the papers
34 here presented and marked A to H are all the papers of the schooner Adelso now in his possession; that the same were delivered to him by the master of the vessel, Thomas E. Kimball, and that there are or have been no other papers in his possession, except the register, list of crew and clearance, now in the hands of the British vice-consul; that he delivered them up without any fraud, subduction or concealment, as they were handed to him, and that if any other papers relating to said vessel are found, he will deliver them up or give information thereof. And he further states that he saw the aforesaid papers, except the charter-party, on board the Adelso before they were delivered to him. All the papers found on the passenger have been forwarded to the Secretary of State by his order.

S. W. MACY.

E. R. POTTER, *Commissioner.*

"A."

EASTPORT, *July 6th*, 1861.

CAPTAIN THOMAS KIMBALL, *Schooner Adelso:*

DEAR SIR: You will proceed to Wilmington, North Carolina, and report to Messrs. J. & D. Mac Rea and Co. there, and deliver our letter to them, who will load you and give you orders for further destination. If they send you back to the provinces, you will upon arrival report to us at Boston, by telegraph, and await our orders. If you are overhauled upon your way to Wilmington, and warned not to go in, by those having authority so to do, you will make your way back to your port of departure, (Welchpool,) without delay, and report to Mr. Robert Moore, jr. Wishing you a speedy and successful voyage,

Very truly yours,

TUCKER, WHITIN & CARRERE.

"B."

CAPTAIN THOMAS KIMBALL,
Schooner Adelso,
Welchpool,
Campobello.

35 "C."

Br. Schr. Adelso and owners, Captain Thomas Kimball,
In account with J. & D. Mac Rae & Co.

| 1861. | | DR. | |
|---|---|---|---|
| July 30. | Harbor master's fee | $1 | 00 |
| " | Custom-house fee | 8 | 75 |
| " | Br. vice-consul's fee | 4 | 88 |

| | | | |
|---|---|---|---|
| July 30. | Bar pilotage in 8 feet | $10 50 | |
| " | River do up | 11 50 | |
| " | River do down | 13 50 | |
| " | Bar do out | 14 50 | |
| | | | $50 00 |
| " | Fumigation fee | | 3 00 |
| " | Port physician's fee | | 4 00 |
| July 31. | Paid Captain Kimball | | 5 00 |
| Aug. 1. | " " " | | 10 00 |
| " 5. | Paid I. H. Neff's bill, chandlery | | 40 02 |
| " | " " " | | 4 05 |
| " | Paid Captain Kimball | | 35 00 |
| " | Paid towage to sea | | 50 00 |
| " | Paid Captain Kimball | | 5 00 |
| " | Paid stevedore's bill | | 12 85 |
| | | | $233 55 |

CR.

Aug. 5—By amount charged to shipment per schr. Adelso, $233 55

J. & D. MAC RAE & CO.,
Per JAS. H. COLLINS.

[E. E.]
Wilmington, N. C., August 5, 1861.

"D."

WILMINGTON, N. C., *5th August*, 1861.

Messrs. MACLEAN, MARIS & Co.,
*London, England.*

GENTLEMEN: We have shipped a cargo naval stores, as per invoice enclosed, to Halifax, N. S., per Br. schr. Adelso, which we have instructed Messrs. Tucker, Whitin & Carrere, of Boston, to re-ship to you for sale for our account; proceeds to be held subject to our order, except that we authorize your acceptance of their draft
36 to extent of three thousand ($3,000) dollars to cover advances, and expenses paid by them.

You will please provide for insurance at full value with you. Owing to difficulty in communicating with you, with any certainty, we must leave the disposal to your good judgment.

Yours, very respectfully,
J. & D. MAC RAE & CO.

Directed—
Messrs. Maclean, Maris & Co.,
London, England.

"E."

Shipped in good order and well-conditioned by J. & D. Mac Rae & Co., on board the British schooner called the "Adelso," whereof Thomas Kimball is master, now lying in the port of Wilmington, N. C., and bound for Halifax, N. S.—to say: Four hundred and thirty-one casks spirits turpentine, and three hundred and thirty-eight bar-

| | | |
|---|---|---|
| Empire Distillery, | 50 | cks. spts. |
| C | 50 | " " |
| F | 38 | " " |
| D | | |
| D | 50 | " " |
| R | 30 | " " |
| J | 51 | " " |
| X | 23 | " " |
| T | 23 | " " |
| TG | 116 | " " |
| | 431 | |

| | | |
|---|---|---|
| W | | |
| R | 40 bbls. | No. 1 rosin. |
| W. S. | 7 " | " |
| I. G. | 111 " | " |
| H. J. McL. | 20 " | " |
| B. Godwin. | 8 " | " |
| P & B | 41 " | " |
| C & J | 19 " | " |
| HP | 90 " | " |
| T. J. C. | 2 " | " |
| | 338 | |

rels No. 1 rosin, of which one hundred and thirty-seven barrels of rosin are on deck, being marked and numbered as in the margin, and are to be delivered in the like good order and well-conditioned at the aforesaid port of Halifax, N. S., (the dangers of the seas excepted.) unto order or to their assigns, he or they paying freight for the said cargo as per charter-party, with primage and average accustomed. In witness whereof the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in Wilmington, N. C., the fifth day of August, 1861.

THOMAS KIMBALL.

Indorsed—

J. & D. MAC RAE & Co.

37 "F."

Invoice cargo, naval stores shipped to Messrs. Maclean, Maris & Co., London, per Br. schooner "Adelso," Kimball, master, via Halifax, N. S., for sale for our account and risk.

1861.

| | | |
|---|---|---|
| August 5.—172 casks spirits turpentine, 7368², 172=7,196½ galls. a 30c. | | $2,158 95 |
| 160 casks spirits turpentine, 7011, 160=6,851 galls. a 28c. | | 1,918 28 |
| 99 casks spirits turpentine, 4819, 99=4,090 galls. a 25c. | | 1,022 50 |
| Paid lightage 219 casks | | 10 95 |
| " cooper, attending and delivery | | 6 00 |
| | | 5,116 68 |
| 139 bbls. No. 1 rosin, 151 $\frac{79}{280}$ lbs. a $2 | | 302 50 |
| 60 " " " $2\frac{1}{4}$ | | 135 00 |
| 49 " " " 2 | | 98 00 |
| 90 " " " 1 | | 90 00 |
| Lightage to vessel | | 5 95 |
| ½ weighing 139 bbls. | | 1 39 |
| | | 632 84 |
| | | 5,116 68 |
| E. & OE. | | 5,749 52 |

J. & D. MAC RAE & CO.

WILMINGTON, N. C., 5th August, 1861.

"G."

WILMINGTON, N. C., *5th August*, 1861.

Messrs. TUCKER, WHITIN & CARRERE,
*Boston, Mass.*

GENTLEMEN: We consign to you a cargo of naval stores, per Br. schooner "Adelso," as per enclosed bill of lading and insurance; which, on arrival, you will please re-ship, on most favorable terms, to Messrs. Maclean, Maris & Co., London, instructing them, in absence of advices from us, to insure for full value there; and on arrival, to sell for our account, and hold proceeds subject to our order—except such amount as you may draw on them for reimbursement of your shipping charges.

We drew on you for $771, as against this shipment, hoping, in case of capture or seizure, it might give you a lien to be used to
38 our advantage—which you will fully understand. We, of course, do not wish you in any way to compromise yourselves.

We enclose a letter to M., M. & Co., London, which you can read and forward by first opportunity.

Yours, very respectfully,
J. & D. MAC RAE & CO.

We have also drawn from Simon F. Brass, at sight, for $677 03.

"H."

This charter-party, made and concluded upon in Eastport the fifth day of July, in the year one thousand eight hundred and sixty-one, between John Kay, master, for and on account of owners of the schooner "Adelso," of St. John's, N. B., of the burden of ninety-nine tons, or thereabouts, register measurement, now lying in the harbor of Indian Island, of the first part, and Tucker, Whitin & Carrere, of Boston, Mass., merchants, of the second part, witnesseth: That the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, doth covenant and agree on the freighting and chartering of the said vessel unto the said party of the second part, for a voyage from Welchpool, Campobello, to Wilmington, North Carolina, or as near there as the blockade will allow, and back to a port in Great Britain or British North America to discharge or for orders to a port in Great Britain or United States as charterers may direct, on the terms following, that is to say:

First. The said party of the first part doth engage that the said vessel in and during the said voyage shall be kept tight, staunch, well fitted, tackled, and provided with every requisite, and with men and provisions necessary for such voyage.

Second. The said party of the first part doth further engage that the whole of said vessel (with the exception of the cabin, and the necessary room for the accommodation of the crew, and the stowage of the sails, cables and provisions) shall be at the sole use and dis-

posal of the said party of the second part during the voyage aforesaid; and that no goods or merchandise whatever shall be laden on board, otherwise than from the said party of the second part, or their agent, without their consent, on pain of forfeiture of the amount
39 of freight agreed upon for the same.

Third. The said party of the first part doth further engage to take and receive on board the said vessel, during the aforesaid voyage, all such lawful goods and merchandise as the said party of the second part, or their agent, may think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part, doth covenant and agree, with the said party of the first part, to charter and hire the said vessel as aforesaid, on the terms following, that is to say:

First. The said party of the second part doth engage to provide and furnish to the said vessel.

Second. The said party of the second part doth further engage to pay to the said party of the first part, or their agent, for the charter or freight of the said vessel during the voyage aforesaid, in manner following, that is to say: three hundred dollars for each and every month and in proportion for a part or parts of a month, and to pay all port charges chargeable to said vessel.

It is further agreed between the parties to this instrument that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days as follows, that is to say.

It is also further understood and agreed that the cargo or cargoes shall be received and delivered according to the customs and usages at the ports of loading and discharging.

It is hereby understood that the charterers are to pay for the time only that the vessel is employed, and that the captain is to use every despatch in leaving port, loading, discharging and making the voyage; and that the charterers or their agents will advance to the master, for account of the owners, such sums of the charter earned as the master may need to prosecute the voyage, said payments to be receipted for on the master's charter party and in duplicate.

To the true performance of all and every of the foregoing covenants and agreements, the said parties, each to the other, do hereby bind themselves, their heirs, executors, administrators and assigns, (especially the said party of the first part, the said vessel, her freight, tackle, and appurtenances; and the said party of the second part the merchandise to be laden on board,) each to the other, in the
40 penal sum of six hundred dollars.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

JOHN KAY. [L. S.]
TUCKER, WHITIN & CARRERE. [L. S.]

Sealed and delivered in presence of—
R. MORRIS, Jr.

To the honorable district court of the United States, district of Rhode Island :

Annexed is the deposition of Thomas C. Hurlburt, mate of the schooner Adelso, which was not before taken because, at the time of taking the evidence at Newport, he was absent from the State, and not then expected to return, but has since returned.

Taken in continuance of the examination *in preparatorio*, by special order of this honorable court.

The said deponent, before testifying, was sworn according to the form prescribed in rule No. 17 of the rules adopted by this court for prize causes, and he was then examined upon the standing interrogatories, and made answer as numbered, which are taken down by me in his presence, and read to him, and by him subscribed. Upon this and the preceding examination each witness was examined by me separately from the other, and the examination of each witness was begun and completed on the same day, and not at different times.

E. R. POTTER,
*Commissioner for Prize Causes.*

September 30, 1861.

*Deposition of Thomas C. Hurlburt.*

A witness produced, sworn, and examined *in preparatorio*, on the 30th day of September, A. D. 1861, in the city of Providence, on the standing interrogatories established by the district court of the United States for the district of Rhode Island, the said witness having been produced for the purpose of such examination by the captors of a vessel called the Adelso.

*Answers to interrogatories.*

1. I was born in Eastport, Maine, and now live and have always lived there; am a citizen of the United States, and am not married.

41 2. I was present when the Adelso was taken.

3. The Adelso was seized in the outer harbor of Newport, Rhode Island, and was carried into the inner harbor. The Adelso had no commission or letters authorizing her to make prizes. I understood she was seized on the pretence that she had broken the blockade at Wilmington, North Carolina.

4. The Adelso sailed under British colors, and had no others on board to my knowledge.

5. There was no resistance made and no guns fired; the first boat that came to us I understood to be the reporting boat belonging to the Newport custom-house; after she left, four men came on board from the revenue cutter, (Captain Bennet;) there were other vessels in the harbor, but no other armed vessel that I know of; the Adelso was a merchantman, but I do not know to whom she belonged; the vessel from which the men were sent was the revenue cutter Henrietta; I do not know how many guns she has.

6. I do not know what commission the revenue cutter had; the capture, I suppose, was made from the persons in possession of the vessel and by said cutter. The Adelso has not been condemned yet that I know of.

7. The name of the vessel taken was the Adelso; the name of her master was Thomas Kimball; I do not know who appointed him, or where; I have known the vessel for several years—for eight years about—and have known said Kimball two or three years; I do not know when said Kimball took possession of her, or who delivered her to him. Kimball, with his family, live in said Eastport, but I do not know how long he has lived there; I do not know where he was born; I believe he was a citizen of the United States.

8. I do not know the vessel's tonnage; the captain, mate, and steward, three seamen and one passenger were on board at the time, and no others belonged to her. I believe two of the foremast men are United States citizens, and one of them a British subject. I do not know where the steward belonged; the captain and mate were United States citizens; they all came on board at Eastport, but at different times; I do not know who shipped them, or when or where; the captain shipped me at Eastport—I think on the 8th day of July, 1861.

9. I was one of the vessel's company, and was mate of her when seized; neither I nor any of the officers or mariners had any interest in the vessel or cargo when seized that I know of.

10. I have known the Adelso about eight years; I first saw
42 her at Eastport about eight years ago; she had the six men on board, but no guns, when seized; she was American built; called Adelso; I do not know how long she has been called so; she was formerly called the A. L. Hyde, when owned at Eastport.

11. The Adelso, when seized, I understood, was bound to Halifax, Nova Scotia; I went on board at Eastport; went to said Wilmington in her; understood she cleared there for Halifax; she carried eight or ten tons of ballast from Eastport to Wilmington—no merchandise; when seized at Newport she had on board a cargo of spirits of turpentine and rosin; this cargo was put on board the latter part of July or first part of August of this year; she had no other goods on board that I know of.

12. I do not know what passports or sea-briefs she had on board; her last voyage before this, I heard, had been to the eastward, fishing, but do not know; I do not know where her last voyage begun or ended; I do not know what cargoes she had carried, or to what ports except as I have stated; the last port she sailed from, before the capture, was said Wilmington.

13. On her last voyage she had ballast on board when she sailed, and spirits of turpentine and rosin when taken; it was put on board the last of July or first of August, as I have stated; I do not know the particular quantities.

14. I do not know who were the owners of vessel or goods when seized.

15. I do not know anything of any bill of sale, and have never seen any.

16. The cargo seized was put on board at Wilmington the last of July or first of August, 1861; I do not know the names of the laders, owners, or consignees, nor whether they have any interest in the goods or not; I do not know the quality or quantity of the goods, and I do not know or have any reason to believe to whom the goods, if restored, will belong.

17. I do not know anything about the bills of lading.

18. I have in my possession no bills of lading, invoices, letters, or other writings, to show the interest of me or any other person in the vessel or goods, and have never seen any paper relating to the vessel except the articles I signed, and those were in the hands of the master.

19. The Adelso was seized in the outer harbor of Newport, in August, 1861; I do not recollect the day; I do not know anything about the charter-party, have never seen it.

43 20. I do not know what bills of lading, letters, or other writings were on board when she sailed from Wilmington. No papers belonging to the vessel were ever burnt, thrown overboard, destroyed, cancelled, or attempted to be concealed, to my knowledge.

21. Neither I nor the owner or master (that I know of) knew that Wilmington was blockaded. I had heard that North Carolina had seceded from the Union.

22. I had heard about a blockade, but said nothing of it; no warning or notice had ever been received of it, nor any notice in writing indorsed on her register.

23. The register of the Adelso was never, to my knowledge, shown to or examined by any officer of the United States navy or revenue officer before her capture, nor ever indorsed by them.

24. I do not know, and have no reason to know, that the Adelso ever attempted to enter Wilmington or any other blockaded port without success, secretly or otherwise.

25. The Adelso has never been seized before this, nor ever condemned, that I know of.

26. I have lost nothing by the seizure of the vessel.

27. I do not know anything about any insurance.

28. I do not know whose property the cargo would have become if she had arrived at her destined port, nor whether the laders were to take chance of market.

29. I believe the cargo was the produce of North Carolina.

30. The cargo was taken from the shore to the vessel, and no part of it was transshipped from one vessel to another.

31. I know nothing whatever of any papers belonging to the vessel, except the articles as I have stated.

32. I know nothing of any papers being delivered out, or carried away from the vessel.

33. Bulk was not broken during the voyage; the cargo was taken out after the vessel was seized; it was taken out at Newport, but I

do not know by whom, or by whose orders; it was on board when I left the vessel.

34. There was one passenger on board when seized; none secreted that I know of; he was a Frenchman by the name of Bebian; I do not know his business, or whether he had any commission; he came on board at Wilmington just before we sailed; I do not know where he was going; he said he was going to Europe; he had nothing to do with the vessel or cargo that I know of; there were no citizens of the United States on board secreted, or confined, that I know of; there was no one on board belonging to any country at war or rebellion against the United States that I know of.

44 35. I know nothing about the passports, sea-brief, charter-party, bills of sale, invoices, or other papers, (except the articles,) nor whether they were true or fair, nor how or when obtained, nor whether obtained for any other vessel, nor how long to last, nor whether renewed or not, nor anything except as I have stated; I heard the Frenchman say he had a passport, but did not see it; I know nothing about any papers except as stated, and have not written or signed any papers about the vessel or cargo.

36. The vessel when seized was lying in the outer harbor of Newport, at anchor; she did not attempt to sail when taken; she was about 700 miles from Halifax.

38. She had no guns, armaments, or warlike equipments whatever; she had the naval stores as I have stated; nothing was thrown overboard or concealed; the naval stores was put on board at Wilmington. To the rest I know nothing, nor have heard anything.

39. I know nothing about the property or destination of the vessel and cargo; I understood that if we could not go in we were to turn back to Welshpool, as I supposed.

40. She never sailed under convoy that I know of; I never heard of any directions for avoiding, resisting, or escaping capture, or refusing to deliver up documents or papers.

41. Neither on this voyage nor any other did the Adelso attempt to enter any blockaded port that I know, or have heard of.

42. She never, on any voyage, had any commission or license as a privateer, or letter of marque, or reprisal that I know of; none was ever destroyed or concealed that I know of.

43. She never sailed in company with any other vessel, or alone, in cruising against the vessels or property of citizens of the United States, to my knowledge.

THOMAS C. HURLBURT.
E. R. POTTER,
*Commissioner.*

45 SHIP'S PAPERS.

*Certificate of British registry.*

Official number of ship, 41877; port number, 29; date of registry 16th July, 1859.

| Name of ship. | British or foreign built. | Port of registry. | How propelled. |
|---|---|---|---|
| "Adelso." (foreign name A. L. Hyde.) | Foreign. Built at Perry, State of Maine, United States of America, A. D. 1849. | St. John's, New Brunswick. | By sails. |

Number of decks, one; number of masts, two; rigged, schooner, standing bowsprit; stern, square; build, carvel; galleries, none; head, billet; frame-work, wood.

Measurements :

| | Feet. | Tenths. |
|---|---|---|
| Length from the forepart of stem under the bowsprit to the aft side of the head of the stern-post | 80 | 7 |
| Main breadth to outside plank | 20 | 9 |
| Depth in hold from tonnage deck to ceiling at midships | | |
| Name and address of builder | | |

Tonnage :

| | No. of Tons. |
|---|---|
| Tonnage under tonnage deck | 87.03 |
| Closed-in space above the tonnage deck, if any, viz: | |
| Space or spaces between decks | |
| Poop | |
| Round-house | 11.81 |
| Others closed-in spaces, if any, naming them | |
| Total register tonnage | $98\frac{84}{100}$ |

I, the undersigned, registrar of the port of St. John's, N. B., hereby certify that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that John Kay, whose certificate of competency of service 46 is No. ——, is the master of the said ship, and that the name, residence, and description of the owner, and number of sixty-four shares held by him, are as follows:

| Name, residence, and occupation of the owner. | No. of 64 shares. |
|---|---|
| Henry Horton, of St. John's, N. Brunswick, saddle and harness maker. | Sixty four—64. |

Dated at St. John's, N. B., the sixteenth day of July, one thousand eight hundred and fifty-nine.

WM. SMITH, *Registrar.*

NOTICE.—A certificate of registry, granted under the merchant shipping act, 1854, is not a document of title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgage affecting the ship.

CUSTOM-HOUSE, ST. JOHN'S, N. B.,
18*th August*, 1861.

I hereby certify that William Hurley has this day been appointed master of the vessel within described, in the place of George Campbell.

W. CLAWSON,
*Pro Registrar, St. John's, N. B.*

CUSTOM-HOUSE, WELCHPOOL,
*July* 9, 1861.

Thomas Kimball has now become the master.

L. MOSES,
*For the late Contr.*

47 *Shipping articles.*

An agreement, made pursuant to the directions of an act of Parliament passed in the seventh and eighth year of the reign of her Majesty Queen Victoria, between Thomas Kimball, the master of the schooner Adelso, of the port of St. John's, New Brunswick, and of the burden of ninety-nine tons, and the several persons whose names are subscribed hereto.

It is agreed, by and on the part of the said persons, and they severally hereby engage, to serve on board the said ship in the several capacities against their respective names expressed, on a voyage from the port of Welchpool to Bermuda, and back to Welchpool, or any port in the United States; and the said crew further engage to conduct themselves in an orderly, faithful, honest, careful, and sober manner, and be at all times diligent to their respective duties and stations, and to be obedient to the lawful commands of the master in everything relating to said ship, and the materials, stores, and cargo thereof, whether on board such ship, in boats, or on shore; in consideration of such services, to be duly, honestly, carefully, and faithfully performed, the master doth hereby promise and agree to pay to the said crew, by way of compensation or wages, the amount against their names respectively expressed. And it is hereby agreed that any embezzlement or wilful or negligent loss or destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages (so far as they will extend) of the seaman guilty of the same; and if any seaman shall have entered himself as qualified for a duty to which he shall prove to be not competent, he shall be subject to a reduction of the rate of wages hereby agreed for, in proportion to his incompetency.

In witness whereof, the said parties have hereto subscribed their names on the days against their respective signatures mentioned.

48

| Place and time of entry. | Men's names. | Age. | Quality. | Amt. of wages per month. | Amt. wages advanced at time of signature | Witness to signatures. |
|---|---|---|---|---|---|---|
| July 8, 1861. | Thomas Hurlburt. | ..... | Master. | $25 0 | ..... | |
| " 8, " | Stephen Hurlburt. | ..... | Seaman. | 17 00 | $8 50 | James W. Gallagher. |
| " 9, " | James Logan. | ..... | Seaman. | 16 00 | 8 00 | James W. Gallagher. |
| " 10, " | Joel S. Green. | ..... | ..... | 14 00 | 7 00 | W. Brown. |
| " 11, " | Charles Morris. | 33 | Cook. | 20 00 | 10 00 | C. D. Sherwood. |
| " 13, " | John Dean, ⋈ his mark. | ..... | Seaman. | 16 00 | 8 00 | |

I certify that I have sanctioned the engagement of Thomas Hurlburt, Stephen Hurlburt, James Logan, Joel Green and Charles Morris, upon the terms mentioned in the within written agreement; that I have ascertained and am satisfied that the said Thomas Hurlburt, Stephen Hurlburt, James Logan, Joel Green and Charles Morris fully understand the said agreement, and that they have acknowledged the same to me.

Dated at Eastport, State of Maine, in the United States of America, this eleventh day of July, 1861.

[L. S.]

CHAS. D. SHERWOOD,
*H. B. M. Vice-Consul.*

49

BRITISH VICE-CONSULATE,
*Wilmington, N. Carolina.*

Papers deposited at office 30th July, and returned to master 5th August, 1861.

[L. S.]

DONALD MACRAE,
*British Vice-Consulate.*

BRITISH VICE-CONSULATE,
*Newport, R. I., U. S. A.*

Papers deposited at this office Aug. 20th, 1861, and returned.

H. B. M. VICE-CONSULATE,
*Newport, R. I., Aug.* 22, 1861.

Thomas Hurlburt, Stephen Hurlburt, Joel S. Greene, Chas. Morris and John Dean was discharged at this port, with the consent of the master and at their own request, and with my sanction.

WM. E. DENNIS,
*H. B. M. Vice-Consul.*

*Clearance from the port of Welchpool, N. B.*

These are to certify all whom it may concern, that Thomas Kimball, master or commander of the schooner Adelso, burthen about ninety-eight tons, mounted with no guns, navigated with six men, B. P. built, and bound for Bermuda, having on board ballast, hath here entered and cleared his said vessel according to law.

Given under my hand, at the custom-house, at the port of Welchpool, in the province of New Brunswick, this 9th day of July, A. D. 1861.

L. MOSES,
*For the late Contr.*

50 *Confederate clearance.*

DISTRICT AND PORT OF WILMINGTON,
*State of North Carolina.*

THE CONFEDERATE STATES OF AMERICA.

These are to certify all whom it does concern, that Thomas Kimball, master or commander of the British schooner called Adelso, of St. John's, burthen 98 tons, or thereabouts, mounted with —— guns, navigated with six men, and bound for Halifax, N. S., having on board cargo, as per annexed manifest, hath entered and cleared his said vessel according to law.

Given under our hands and seals, at the custom-house of Wilmington, N. C., this 5th day of August, A. D. 1861.

[SEAL.] JAMES P. MILLER, *Collector.*

*Manifest.*

DISTRICT AND PORT OF WILMINGTON,
*State of North Carolina.*

Report and manifest of the cargo laden at the port of Wilmington, N. C., on board the Br. schooner Adelso, Thomas Kimball, master, burthen 98 tons, and bound for the port of Halifax, N. S.

| Mark. | Number. | Packages, contents, &c. | Value of domestic articles at the port of exportation. | Total | To be landed at |
|---|---|---|---|---|---|
| Empire Distillery. | 50 | Casks spirits, | | | To be landed at Halifax, N. S., for reshipment to England, provided the voyage is not continued to England by same vessel. |
| C | 50 | " | | | |
| F | 38 | " | | | |
| D | 50 | " | | | |
| D | | | | | |
| R | 30 | " | | | |
| J | 51 | " | | | |
| X | 23 | " | | | |
| T | 23 | " | | | |
| I G | 116 | " | $4,845 | | |
| P & B | 111 | Bbls. rosin. | | | |
| H J McL | 20 | " | | | |
| B G | 8 | " | | | |
| P & B | 41 | " | | | |
| C & T | 19 | " | | | |
| H P | 90 | " | | | |
| T G C | 2 | " | | | |
| G W B | 47 | " | $600 | $5,400 | |

51 BRITISH VICE-CONSULATE,
*Wilmington, N. C., August* 5, 1861.

On this day appeared before me, Thomas Kimball, master of the Br. schr. Adelso, of St. John's, N. B., bound for Halifax, N. S., who, being by me duly sworn, did depose and say that the document hereunto annexed is a true and faithful account of the cargo on board said

15. I do not know anything of any bill of sale, and have never seen any.

16. The cargo seized was put on board at Wilmington the last of July or first of August, 1861; I do not know the names of the laders, owners, or consignees, nor whether they have any interest in the goods or not; I do not know the quality or quantity of the goods, and I do not know or have any reason to believe to whom the goods, if restored, will belong.

17. I do not know anything about the bills of lading.

18. I have in my possession no bills of lading, invoices, letters, or other writings, to show the interest of me or any other person in the vessel or goods, and have never seen any paper relating to the vessel except the articles I signed, and those were in the hands of the master.

19. The Adelso was seized in the outer harbor of Newport, in August, 1861; I do not recollect the day; I do not know anything about the charter-party, have never seen it.

43 20. I do not know what bills of lading, letters, or other writings were on board when she sailed from Wilmington. No papers belonging to the vessel were ever burnt, thrown overboard, destroyed, cancelled, or attempted to be concealed, to my knowledge.

21. Neither I nor the owner or master (that I know of) knew that Wilmington was blockaded. I had heard that North Carolina had seceded from the Union.

22. I had heard about a blockade, but said nothing of it; no warning or notice had ever been received of it, nor any notice in writing indorsed on her register.

23. The register of the Adelso was never, to my knowledge, shown to or examined by any officer of the United States navy or revenue officer before her capture, nor ever indorsed by them.

24. I do not know, and have no reason to know, that the Adelso ever attempted to enter Wilmington or any other blockaded port without success, secretly or otherwise.

25. The Adelso has never been seized before this, nor ever condemned, that I know of.

26. I have lost nothing by the seizure of the vessel.

27. I do not know anything about any insurance.

28. I do not know whose property the cargo would have become if she had arrived at her destined port, nor whether the laders were to take chance of market.

29. I believe the cargo was the produce of North Carolina.

30. The cargo was taken from the shore to the vessel, and no part of it was transshipped from one vessel to another.

31. I know nothing whatever of any papers belonging to the vessel, except the articles as I have stated.

32. I know nothing of any papers being delivered out, or carried away from the vessel.

33. Bulk was not broken during the voyage; the cargo was taken out after the vessel was seized; it was taken out at Newport, but I

do not know by whom, or by whose orders; it was on board when I left the vessel.

34. There was one passenger on board when seized; none secreted that I know of; he was a Frenchman by the name of Bebian; I do not know his business, or whether he had any commission; he came on board at Wilmington just before we sailed; I do not know where he was going; he said he was going to Europe; he had nothing to do with the vessel or cargo that I know of; there were no citizens of the United States on board secreted, or confined, that I know of; there was no one on board belonging to any country at war or rebellion against the United States that I know of.

44 35. I know nothing about the passports, sea-brief, charter-party, bills of sale, invoices, or other papers, (except the articles,) nor whether they were true or fair, nor how or when obtained, nor whether obtained for any other vessel, nor how long to last, nor whether renewed or not, nor anything except as I have stated; I heard the Frenchman say he had a passport, but did not see it; I know nothing about any papers except as stated, and have not written or signed any papers about the vessel or cargo.

36. The vessel when seized was lying in the outer harbor of Newport, at anchor; she did not attempt to sail when taken; she was about 700 miles from Halifax.

38. She had no guns, armaments, or warlike equipments whatever; she had the naval stores as I have stated; nothing was thrown overboard or concealed; the naval stores was put on board at Wilmington. To the rest I know nothing, nor have heard anything.

39. I know nothing about the property or destination of the vessel and cargo; I understood that if we could not go in we were to turn back to Welshpool, as I supposed.

40. She never sailed under convoy that I know of; I never heard of any directions for avoiding, resisting, or escaping capture, or refusing to deliver up documents or papers.

41. Neither on this voyage nor any other did the Adelso attempt to enter any blockaded port that I know, or have heard of.

42. She never, on any voyage, had any commission or license as a privateer, or letter of marque, or reprisal that I know of; none was ever destroyed or concealed that I know of.

43. She never sailed in company with any other vessel, or alone, in cruising against the vessels or property of citizens of the United States, to my knowledge.

THOMAS C. HURLBURT.
E. R. POTTER,
*Commissioner.*

45 SHIP'S PAPERS.

*Certificate of British registry.*

Official number of ship, 41877; port number, 29; date of registry 16th July, 1859.

| Name of ship. | British or foreign built. | Port of registry. | How propelled. |
|---|---|---|---|
| "Adelso," (foreign name A. L. Hyde.) | Foreign. Built at Perry, State of Maine, United States of America, A. D. 1849. | St. John's, New Brunswick. | By sails. |

Number of decks, one; number of masts, two; rigged, schooner, standing bowsprit; stern, square; build, carvel; galleries, none; head, billet; frame-work, wood.

Measurements :

| | Feet. | Tenths. |
|---|---|---|
| Length from the forepart of stem under the bowsprit to the aft side of the head of the stern-post | 80 | 7 |
| Main breadth to outside plank | 20 | 9 |
| Depth in hold from tonnage deck to ceiling at midships | | |
| Name and address of builder | | |

Tonnage :

| | No. of Tons. |
|---|---|
| Tonnage under tonnage deck | 87.03 |
| Closed-in space above the tonnage deck, if any, viz: | |
| Space or spaces between decks | |
| Poop | |
| Round-house | 11.81 |
| Others closed-in spaces, if any, naming them | |
| Total register tonnage | $98\frac{84}{100}$ |

I, the undersigned, registrar of the port of St. John's, N. B., hereby certify that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that John Kay, whose certificate of competency of service 46 is No. ——, is the master of the said ship, and that the name, residence, and description of the owner, and number of sixty-four shares held by him, are as follows:

| Name, residence, and occupation of the owner. | No. of 64 shares. |
|---|---|
| Henry Horton, of St. John's, N. Brunswick, saddle and harness maker. | Sixty-four—64. |

Dated at St. John's, N. B,, the sixteenth day of July, one thousand eight hundred and fifty-nine.

WM. SMITH, *Registrar.*

NOTICE.—A certificate of registry, granted under the merchant shipping act, 1854, is not a document of title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgage affecting the ship.

CUSTOM-HOUSE, ST. JOHN'S, N. B.,
18*th August*, 1861.

I hereby certify that William Hurley has this day been appointed master of the vessel within described, in the place of George Campbell.

W. CLAWSON,
*Pro Registrar, St. John's, N. B.*

CUSTOM-HOUSE, WELCHPOOL,
*July* 9, 1861.

Thomas Kimball has now become the master.

L. MOSES,
*For the late Contr.*

47 *Shipping articles.*

An agreement, made pursuant to the directions of an act of Parliament passed in the seventh and eighth year of the reign of her Majesty Queen Victoria, between Thomas Kimball, the master of the schooner Adelso, of the port of St. John's, New Brunswick, and of the burden of ninety-nine tons, and the several persons whose names are subscribed hereto.

It is agreed, by and on the part of the said persons, and they severally hereby engage, to serve on board the said ship in the several capacities against their respective names expressed, on a voyage from the port of Welchpool to Bermuda, and back to Welchpool, or any port in the United States; and the said crew further engage to conduct themselves in an orderly, faithful, honest, careful, and sober manner, and be at all times diligent to their respective duties and stations, and to be obedient to the lawful commands of the master in everything relating to said ship, and the materials, stores, and cargo thereof, whether on board such ship, in boats, or on shore; in consideration of such services, to be duly, honestly, carefully, and faithfully performed, the master doth hereby promise and agree to pay to the said crew, by way of compensation or wages, the amount against their names respectively expressed. And it is hereby agreed that any embezzlement or wilful or negligent loss or destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages (so far as they will extend) of the seaman guilty of the same; and if any seaman shall have entered himself as qualified for a duty to which he shall prove to be not competent, he shall be subject to a reduction of the rate of wages hereby agreed for, in proportion to his incompetency.

In witness whereof, the said parties have hereto subscribed their names on the days against their respective signatures mentioned.

48

| Place and time of entry. | Men's names. | Age. | Quality. | Amt. of wages per month. | Amt. wages advanced at time of signature | Witness to signatures. |
|---|---|---|---|---|---|---|
| July 8, 1861. | Thomas Hurlburt. | ..... | Master. | $25 0 | ..... | |
| " 8, " | Stephen Hurlburt. | ..... | Seaman. | 17 00 | $8 50 | James W. Gallagher. |
| " 9, " | James Logan. | ..... | Seaman. | 16 00 | 8 00 | James W. Gallagher. |
| " 10, " | Joel S. Green. | ..... | ..... | 14 00 | 7 00 | W. Brown. |
| " 11, " | Charles Morris. | 33 | Cook. | 20 00 | 10 00 | C. D. Sherwood. |
| " 13, " | John Dean, ✕ his mark. | ..... | Seaman. | 16 00 | 8 00 | |

I certify that I have sanctioned the engagement of Thomas Hurlburt, Stephen Hurlburt, James Logan, Joel Green and Charles Morris, upon the terms mentioned in the within written agreement; that I have ascertained and am satisfied that the said Thomas Hurlburt, Stephen Hurlburt, James Logan, Joel Green and Charles Morris fully understand the said agreement, and that they have acknowledged the same to me.

Dated at Eastport, State of Maine, in the United States of America, this eleventh day of July, 1861.

[L. S.]

CHAS. D. SHERWOOD,
*H. B. M. Vice-Consul.*

49

BRITISH VICE-CONSULATE,
*Wilmington, N. Carolina.*

Papers deposited at office 30th July, and returned to master 5th August, 1861.

[L. S.]

DONALD MACRAE,
*British Vice-Consulate.*

BRITISH VICE-CONSULATE,
*Newport, R. I., U. S. A.*

Papers deposited at this office Aug. 20th, 1861, and returned.

H. B. M. VICE-CONSULATE,
*Newport, R. I., Aug.* 22, 1861.

Thomas Hurlburt, Stephen Hurlburt, Joel S. Greene, Chas. Morris and John Dean was discharged at this port, with the consent of the master and at their own request, and with my sanction.

WM. E. DENNIS,
*H. B. M. Vice-Consul.*

*Clearance from the port of Welchpool, N. B.*

These are to certify all whom it may concern, that Thomas Kimball, master or commander of the schooner Adelso, burthen about ninety-eight tons, mounted with no guns, navigated with six men, B. P. built, and bound for Bermuda, having on board ballast, hath here entered and cleared his said vessel according to law.

Given under my hand, at the custom-house, at the port of Welchpool, in the province of New Brunswick, this 9th day of July, A. D. 1861.

L. MOSES,
*For the late Contr.*

50 *Confederate clearance.*

DISTRICT AND PORT OF WILMINGTON,
*State of North Carolina.*

THE CONFEDERATE STATES OF AMERICA.

These are to certify all whom it does concern, that Thomas Kimball, master or commander of the British schooner called Adelso, of St. John's, burthen 98 tons, or thereabouts, mounted with —— guns, navigated with six men, and bound for Halifax, N. S., having on board cargo, as per annexed manifest, hath entered and cleared his said vessel according to law.

Given under our hands and seals, at the custom-house of Wilmington, N. C., this 5th day of August, A. D. 1861.

[SEAL.] JAMES P. MILLER, *Collector.*

*Manifest.*

DISTRICT AND PORT OF WILMINGTON,
*State of North Carolina.*

Report and manifest of the cargo laden at the port of Wilmington, N. C., on board the Br. schooner Adelso, Thomas Kimball, master, burthen 98 tons, and bound for the port of Halifax, N. S.

| Mark. | Number. | Packages, contents, &c. | Value of domestic articles at the port of exportation. | Total. | To be landed at |
|---|---|---|---|---|---|
| Empire Distillery. | 50 | Casks spirits, | | | To be landed at Halifax, N. S., for re-shipment to England, provided the voyage is not continued to England by same vessel. |
| C | 50 | " | | | |
| F | 38 | " | | | |
| D | 50 | " | | | |
| D | | | | | |
| R | 30 | " | | | |
| J | 51 | " | | | |
| X | 23 | " | | | |
| T | 23 | " | | | |
| I G | 116 | " | $4,845 | | |
| P & B | 111 | Bbls. rosin. | | | |
| H J McL | 20 | " | | | |
| B G | 8 | " | | | |
| P & B | 41 | " | | | |
| C & T | 19 | " | | | |
| H P | 90 | " | | | |
| T G C | 2 | " | | | |
| G W B | 47 | " | $600 | $5,400 | |

51 BRITISH VICE-CONSULATE,
*Wilmington, N. C., August* 5, 1861.

On this day appeared before me, Thomas Kimball, master of the Br. schr. Adelso, of St. John's, N. B., bound for Halifax, N. S., who, being by me duly sworn, did depose and say that the document hereunto annexed is a true and faithful account of the cargo on board said

schooner, and that there is no cargo on board other than that described in the said manifest.

THOMAS KIMBALL.

Sworn before me, at Wilmington, N. C., this 5th day of August, 1861.

DONALD MACRAE, [L. S.]
*British Vice-Consul.*

*Clearance from British vice-consul, Wilmington, N. C.*

BRITISH VICE-CONSULATE,
*Wilmington, North Carolina.*

I, Donald MacRae, her Britannic Majesty's vice-consul for the port of Wilmington, N. C., do hereby certify unto all whom it doth or may concern, that there is at the present date no custom-house of the United States at the port of Wilmington, N. C., the same having been closed by local authorities and not reopened by orders of the government of the United States.

I therefore authorize the departure of the British schooner Adelso, of St. John's, N. B., Thomas Kimball, master, bound from hence to the port of Halifax, N. S.; and I declare that the said vessel is a bona fide British vessel, engaged in a lawful trade, and that it is impossible for the master of the said vessel to procure a clearance from a collector of customs of the United States.

Given under my hand and seal of office, at Wilmington, N. C., this 15th day of August, 1861.

[L. S.]

DONALD MACRAE,
*British Vice-Consul.*

52 OFFICIAL DOCUMENTS RELATING TO THE BLOCKADE.

*Lord Lyons to Lord John Russell.*

[Extract]

WASHINGTON, *April* 27, 1861.

I have the honor to transmit to your lordship, herewith, a copy of a note which I have received to-day from the Secretary of State of the United States, communicating to me printed copies of the President's proclamation of the 19th April, declaring a blockade of the States of South Carolina, Georgia, Alabama, Florida, Louisiana and Texas. I enclose two of those copies of the proclamation which were sent to me with the note.

The Secretary of State further informs me, in the same note, that another proclamation has been signed by the President, establishing a blockade of the States of Virginia and North Carolina.

*Mr. Seward to Lord Lyons.*

DEPARTMENT OF STATE,
*Washington, April* 27, 1861.

The undersigned, Secretary of State of the United States, has the honor to communicate to Lord Lyons the accompanying printed copies of the President's proclamation of the 19th instant, declaring a blockade of the ports of the States of South Carolina, Georgia, Alabama, Florida, Mississippi, Louisiana and Texas.

The undersigned has the honor also to inform Lord Lyons that another proclamation has been signed by the President, and will be published to-morrow, establishing a blockade of the ports of Virginia and North Carolina.

The undersigned, &c.

(Signed) WILLIAM H. SEWARD.

53 *President's Proclamation of April 19th,* 1861.

By the President of the United States of America.

Whereas an insurrection against the government of the United States has broken out in the States of South Carolina, Georgia, Alabama, Florida, Mississippi, Louisiana and Texas, and the laws of the United States for the collection of the revenue cannot be effectually executed therein conformably to that provision of the Constitution which requires duties to be uniform throughout the United States:

And whereas a combination of persons engaged in such insurrection have threatened to grant pretended letters of marque, to authorize the bearers thereof to commit assaults on the lives, vessels and property of good citizens of the country, lawfully engaged in commerce on the high seas, and in waters of the United States:

And whereas an executive proclamation has been already issued, requiring the persons engaged in these disorderly proceedings to desist therefrom, calling out a military force for the purpose of repressing the same, and convening Congress in extraordinary session to deliberate and determine thereon:

Now, therefore, I, Abraham Lincoln, President of the United States, with a view to the same purpose above mentioned, and to the protection of the public peace, and the lives and property of quiet and orderly citizens, pursuing their lawful occupations, until Congress shall have assembled and deliberated on the said unlawful proceedings, or until the same shall have ceased, have further deemed it advisable to set on foot a blockade of the ports within the States aforesaid, in pursuance of the laws of the United States, and of the laws of nations in such case provided. For this purpose, a competent force will be posted so as to prevent entrance and exit of vessels from the ports aforesaid. If, therefore, with a view to violate such blockade, a vessel shall approach, or shall attempt to leave either of the said ports, she shall be duly warned by the commander of one of the blockading vessels, who will indorse on her register the fact and date of such warning, and if the same vessel shall again attempt to enter or leave the

blockaded port, she will be captured and sent to the nearest convenient port for such proceedings against her and her cargo, as prize, as may be deemed advisable.

And I hereby proclaim, that if any person under the pretended authority of the said States, or under any other pretence, shall
54 molest a vessel of the United States, or the persons or cargo on board of her, such person will be held amenable to the laws of the United States for the prevention and punishment of piracy.

In witness whereof, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the city of Washington this 19th day of April, in the year of our Lord one thousand eight hundred and sixty-one, and of the independence of the United States the eighty-fifth.

[L. S.] By the President,
ABRAHAM LINCOLN.

(Signed) WILLIAM H. SEWARD,
*Secretary of State.*

*President's Proclamation of April 27th*, 1861.

Whereas, for reasons assigned in my proclamation of the 19th instant, a blockade of the ports of South Carolina, Georgia, Florida, Alabama, Louisiana, Mississippi and Texas was ordered to be established:

And whereas, since that date, public property of the United States has been seized, the collection of the revenue obstructed, and duly commissioned officers of the United States, while engaged in executing the orders of their superiors, have been arrested and held in custody as prisoners, or have been impeded in the discharge of their official duties without due legal process, by persons claiming to act under the authorities of the States of Virginia and North Carolina.

An efficient blockade of the ports of those States will also be established:

In witness whereof, I have hereunto set my hand, and caused the seal of the United States to be affixed.

Done at the city of Washington this 27th day of April, in the year A. D. 1861, and of the independence of the United States the eighty-fifth.

[L. S.] By the President,
ABRAHAM LINCOLN.

(Signed) WILLIAM H. SEWARD,
*Secretary of State.*

55 *Lord Lyons to Mr. Seward.*

WASHINGTON, *April 29th*, 1861.

The undersigned, her Britannic Majesty's envoy extraordinary and minister plenipotentiary to the United States of America, has the honor to acknowledge the receipt of a note of the day before yesterday's date from the Secretary of State, communicating to him a proclamation, which announces, among other things, that a blockade

of the ports of South Carolina, Georgia, Alabama, Florida, Mississippi, Louisiana and Texas, will be set on foot, in pursuance of the law of the United States and the law of nations, and for this purpose a competent force will be posted so as to prevent the entrance and exit of vessels.

The Secretary of State has moreover done the undersigned the honor to inform him. in the same note, that it is intended to set on foot also a blockade of the ports of Virginia and North Carolina.

The undersigned, &c.

LYONS.

*Lord Lyons to Lord J. Russell.*

WASHINGTON, *May 11th*, 1861.

MY LORD: With reference to my despatches of the 27th ultimo, and of the 2d and 4th instants, I have the honor to transmit to your lordship copies of a correspondence which I have held with some of her Majesty's consuls and with the Secretary of State of the United States, relative to the blockade of the southern ports.

I have also the honor to enclose a copy of a despatch, in which I have acquainted Rear-Admiral Sir Alexander Milne of the general result of inquiries made by me or other foreign ministers here, as to the manner in which the blockade will be conducted.

I have not succeeded myself, nor, so far as I know, have any of my colleagues succeeded in obtaining a relaxation of the rigor of the blockade, either in favor of any neutral flag, or in individual cases of hardship.

I have not received intelligence of the issue of any notification announcing the actual commencement of the effective blockade of any of the ports, except the notification concerning the ports of Virginia and North Carolina, of which I transmitted to your lordship, with my despatch of the 2d instant, a copy from a newspaper, and of which a copy forms, also, enclosure 17 in this despatch.

56

I have, &c.,

(Signed) LYONS.

*Mr. Seward to Lard Lyons.*

DEPARTMENT OF STATE,
*Washington, May 9th*, 1861.

MY LORD: I have the honor to acknowledge the receipt of your communication of yesterday, relative to the exemption of the British vessel Hiawatha, now in Virginia waters, from the operation of the existing blockade of the ports of this State.

Having submitted the matter to the Secretary of the Navy, I now have the honor to enclose to you a copy of that officer's reply, from which it will be seen that there are yet remaining five or six days for neutrals to leave.

I have, &c.,

(Signed) WILLIAM H. SEWARD.

*Mr. Welles to Mr. Seward.*

NAVY DEPARTMENT, *May 9th*, 1861.

SIR: I have the honor to acknowledge the receipt of your letter of yesterday, enclosing a note of Lord Lyons, relative to British vessels in Virginia waters, which it is desired to exempt from the operation of the blockade, and inquiring when the blockade of the ports of Virginia may be considered to have commenced. Also, "whether the exemption asked for by Lord Lyons may, with propriety, be granted."

In answer to the inquiry, I beg leave to refer you to a copy, herewith enclosed, of the notice issued by Flag Officer Pendergrast on the 30th of April, warning all persons that he had a sufficient force to carry into effect the blockade. This notice was sent to the Baltimore and Norfolk papers, and by one or more of them published.

57 Fifteen days have been specified as a limit for neutrals to leave the ports after actual blockade has commenced, with or without cargo, and there are yet remaining five or six days for neutrals to leave. With proper diligence on the part of persons interested, I see no reason for exemption to any.

I am, &c.,

(Signed) GIDEON WELLES.

No. 50.

UNITED STATES FLAG SHIP CUMBERLAND,
*off Fortress Monroe, May 1st*, 1861.

SIR: * * * * I beg leave, also, to inform the department that I have notified the Norfolk and Baltimore papers of the proclamation of the President, and of my determination to carry it out. A copy is herewith enclosed. * * * *

I have the honor to be, sir, your obedient servant,

G. J. PENDERGRAST,
*Flag Officer, Commanding Home Squadron.*

HON. GIDEON WELLES,
*Secretary of the Navy, Washington D. C.*

UNITED STATES FLAG SHIP CUMBERLAND,
*off Fortress Monroe, April 30th*, 1861.

*To all whom it may concern:*

I hereby call attention to the proclamation of his excellency Abraham Lincoln, President of the United States, under date of April 27th, 1861, for an efficient "blockade" of the ports of Virginia and North Carolina, and warn all persons interested that I have a suffi-

cient naval force here for the purpose of carrying out that proclamation.

All vessels passing the capes of Virginia, coming from a
58 distance and ignorant of the proclamation, will be warned off; and those passing Fortress Monroe will be required to anchor under the guns of the fort, and subject themselves to an examination.

G. J. PENDERGRAST,
*Commanding Home Squadron.*

*Lord Lyons to Mr. Seward.*

WASHINGTON, *May* 9, 1861.

SIR: I beg to thank you for your note of this day's date, relative to the case of the Hiawatha, a British vessel, now at City Point, in Virginia.

You have done me the honor to send me therewith a copy of a letter from the Secretary of the Navy, in which it is stated that "fifteen days have been specified as a limit for neutrals to leave the ports after actual blockade has commenced, with or without cargo."

In order to avoid all possible mistake with regard to the Hiawatha, as well as to future cases of the same kind, I venture to request you to inform me whether I am right in concluding, from the statement just quoted, that the date of the shipment of the cargo is immaterial, and that vessels leaving the ports before the expiration of the fifteen days will be allowed to proceed with their cargoes, whether such cargoes were shipped before or after the actual beginning of the effective blockade.

I have, &c.,

LYONS.

*Mr. Seward to Lord Lyons.*

WASHINGTON, *May* 11, 1861.

MY LORD: I have the honor to acknowledge the receipt of your note of the 9th instant, in which the application is made for certain information regarding the blockade, and to transmit to you, herewith, the copy of a letter of this date from the Secretary of the Navy, to whom the matter was referred, in answer to your inquiry.

I have, &c.,

WILLIAM H. SEWARD.

59 *Mr. Welles to Mr. Seward.*

WASHINGTON, *May* 11, 1861.

SIR: In answer to Lord Lyons's letter of the 9th instant, I have the honor to inform you that neutral vessels will be allowed fifteen days to leave port after the actual establishment of the blockade, whether such vessels are with or without cargo.

I have, &c.,

GIDEON WELLES.

*Lord Lyons to Mr. Seward.*

WASHINGTON, *May* 11, 1861.

SIR: I beg to offer you my thanks for the answer which you have been so good as to make this morning, to the note which I had the honor to address to you day before yesterday. I stated in that note, that, in order to avoid all possible mistake, either with regard to the particular vessel to which it related, or with regard to future cases of the same kind, I ventured to request you to inform me whether I was right in concluding that the date of the shipment of the cargo was immaterial, and that vessels leaving blockaded ports within fifteen days from the actual commencement of the effective blockade would be allowed to proceed with their cargoes, whether such cargoes were shipped before or after the commencement of the blockade.

You have been so obliging as to send to me a letter from the Secretary of the Navy, written this morning in answer to the note I have just quoted, and stating that vessels will be allowed fifteen days to leave port after the actual establishment of the blockade, whether such vessels are with or without cargo.

I have, consequently, instructed her Majesty's consuls to advise masters of British vessels that they are at liberty to take cargo on board, as well after as before the commencement of the blockade, and that they will be allowed fifteen days to go to sea, whether with or without cargoes, and whether their cargoes be shipped before or after the actual commencement of the effective blockade.

Repeating my thanks to you for promptly enabling me to communicate to those concerned information so important to their interests,

I have, &c.,

LYONS.

60 *Decree of condemnation.*

United States district court—Special term, November 13, 1861.

RHODE ISLAND DISTRICT.

| | |
|---|---|
| UNITED STATES *vs.* SCHOONER ADELSO, her tackle, apparel, furniture, cargo and property of every description found on board. | In admiralty. |

This cause having been heard on the pleadings and proofs, and having been argued by the advocates of the respective parties, and due deliberation being had in the premises, and it being considered by the court that the said vessel should be condemned for a violation of the blockade, and her cargo should be condemned as enemies' property:

It is now ordered, adjudged and decreed by the court, that the

schooner Adelso, her tackle, apparel and furniture, cargo and property, of every description, found on board thereof, be, and the same accordingly are condemned as prize to the United States.

And it is further ordered, adjudged and decreed by the court, that the clerk of the court issue a warrant of *venditioni exponas* to the marshal of the district, for the sale of the said schooner Adelso, her tackle, apparel and furniture, returnable on the twenty-third day of November, A. D. 1851, and that the marshal is hereby directed to pay the proceeds of such sale, together with the proceeds of the sale of the cargo heretofore ordered to be sold by an interlocutory decree of this court, into the registry of the court, to be distributed according to law.

JOHN PITMAN,
*District Judge U. S., R. I. District.*

Entered as the decree of this court, per order thereof, this thirteenth day of November, A. D. 1861.

HENRY PITMAN, *Clerk.*

61 *Motion and order for appeal.*

District court United States—Special term, November 13, 1861.

UNITED STATES
*vs.*
SCHOONER ADELSO, her cargo and property found on board.

The claimants, Henry Whitin and Edgar Tucker, of the cargo found on board the said schooner, pray an appeal in this cause to the next term of the circuit court to be holden at Providence, within and for the district of Rhode Island, on the fifteenth of November, instant.

By their proctor,

RICHARD OLNEY.

November 13.—Allowed, a sufficient appeal bond having been filed.

JOHN PITMAN,
*District Judge.*

*Motion for appeal.*

District court United States—Special term, November 13, 1861.

UNITED STATES
*vs.*
SCHOONER ADELSO, her cargo, &c., found on board.

The claimants of the said schooner, Henry Whitin and Edgar Tucker, pray an appeal in this cause, to the next term of the circuit court to be holden at Providence, within and for the district of Rhode Island, on the fifteenth of November, instant.

By their proctor,

RICHARD OLNEY.

November 13.—Allowed, provided the appellants file a sufficient appeal bond with sufficient security, in the sum of two hundred and fifty dollars, on or before the 18th instant, in the clerk's office, otherwise the appeal will be considered as abandoned.

JOHN PITMAN,
*District Judge.*

62 *Bond on appeal to circuit court.*

District court, special term.

RHODE ISLAND.

THE UNITED STATES OF AMERICA
*vs.*
THE SCHOONER ADELSO, her tackle, apparel, and furniture, Tucker, Whitin & Carrere, claimants of said schooner, her tackle, apparel, and furniture and stores, on behalf of Henry Horton, of St. John's, New Brunswick, and John Kay, of Indian island, Nova Scotia.

Know all men by these presents, that we, Henry Whitin, of Boston, in the district of Massachusetts, merchant, and copartner with Edgar Tucker, under the name of Tucker, Whitin & Carrere, of said Boston, as principal, and Alexander Farnum, of Providence, in the district of Rhode Island, as surety, are held and firmly bound unto the above named libellants in the sum of two hundred and fifty dollars, to be paid to the said libellants, for the payment of which, well and truly to be made, we bind ourselves, and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our hands, and dated the eighteenth day of November, 1861.

Whereas the above named Henry Whitin and Edgar Tucker, merchants and copartners, under the name and firm of Tucker, Whitin & Carrere, have prosecuted an appeal to the circuit court of the United States for the district of Rhode Island, in the first circuit, to reverse the decree rendered in the above-entitled suit by the judge of the district court of the United States for said Rhode Island district, so far as relates to the schooner Adelso, her tackle, apparel, furniture, and stores:

Now, therefore, the condition of this obligation is such, that if the above-named Henry Whitin and Edgar Tucker, merchants and copartners, as aforesaid, shall prosecute their appeal with effect, and shall answer all damages and costs if they fail to make their appeal good, then this obligation shall be void, otherwise shall remain in full force and virtue.

HENRY WHITIN. [SEAL.]
ALEXANDER FARNUM. [SEAL.]

Signed, sealed, and delivered in presence of—
HENRY PITMAN.

63 *Bond on appeal to circuit court.*

District court, special term, November 13, 1861.

RHODE ISLAND DISTRICT, *ss:*

THE UNITED STATES, &c., per Wingate Hayes, esq., district attorney, &c.,
*vs.*
SCHOONER ADELSO, her cargo, &c., Tucker, Whitin & Carrere, of Boston, in the district of Massachusetts, claimants, on behalf of themselves and others, of the cargo, &c., appellants.

Know all men by these presents, that we, Henry Whitin, of Boston, in the district of Massachusetts, merchant, and copartner with Edgar Tucker, under the name and firm of Tucker, Whitin & Carrere, of said Boston, as principal, and Royal C. Taft, esq., of Providence, in the district of Rhode Island, as surety, are held and firmly bound unto the above-named libellant in the sum of two hundred and fifty dollars, to be paid to the said libellant; for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, executors, and administrators, jointly and severally, and firmly by these presents. Sealed with our seals, and dated this thirteenth day of November, A. D. 1861.

Whereas the above-named Henry Whitin and Edgar Tucker, merchants and copartners, under the name and firm of Tucker, Whitin & Carrere, have prosecuted an appeal to the circuit court of the United States for the district of Rhode Island, in the first circuit, to reverse the decree rendered in the above-entitled suit by the judge of the district court of the United States for the Rhode Island district, so far as the same relates to the cargo, &c., found on board the said schooner Adelso:

Now, therefore, the condition of this obligation is such, that if the above-named Henry Whitin and Edgar Tucker, merchants and copartners as aforesaid, shall prosecute their appeal with effect, and shall answer all damages and costs if they fail to make their appeal good, then this obligation shall be void; otherwise shall be and remain in full force and virtue.

HENRY WHITIN. [SEAL.]
ROYAL C. TAFT. [SEAL.]

Signed, sealed, and delivered in presence of—

64 Special district court, November 13th, 1861.

In the matter UNITED STATES
*vs.*
SCHOONER ADELSO, her tackle, apparel, &c.

By consent of parties a warrant of sale was ordered to issue for the sale of the cargo of said schooner.

HENRY PITMAN, *Clerk.*

Whereupon the following warrant was issued :

*Warrant of sale.*

UNITED STATES OF AMERICA,
*Rhode Island District, ss:*

The President of the United States of America to the marshal of said district, or to his deputy, greeting :

Whereas a libel was filed in the district court of the United States for said district, on the 4th day of September, A. D. 1861, by Wingate Hayes, esq., attorney of the United States for said district, for and in behalf of the United States, against the schooner Adelso, her tackle, apparel, furniture and cargo, and praying that the same may be condemned as prize to the United States. And whereas said schooner Adelso, her tackle, apparel, furniture and cargo have been attached by process issued out of said district court, in pursuance of said libel, and are now in custody by virtue thereof, and such proceedings have been thereupon had, that by an interlocutory decree of said court in this cause, made on the 13th day of November, A. D. 1861, the cargo of said schooner Adelso, now in your custody, and represented to be in a perishing condition, have been ordered to be sold, and the proceeds of such sale to be paid into the registry of said court, after giving six days' notice of such sale, according to law:

Therefore, you, the said marshal, are hereby commanded to cause said cargo of the schooner Adelso, so ordered to be sold, to be sold in manner and form, upon notice, at the time and place by law required, and that you have the money arising from such sale in court on the 23d day of November inst., and that you pay the same to the clerk of said court; and have you also then and there this writ.

Witness the Hon. John Pitman, our district judge, at Providence, this 13th day of November, A. D. 1861.

HENRY PITMAN, *Clerk.*

*Marshal's return.*

RHODE ISLAND DISTRICT,
*November 23d*, 1861.

I have this day, after having given notice required by law, sold at public auction, at a marshal's sale, the cargo of the schooner Adelso, as follows, they being the highest bidders :

| | | |
|---|---|---|
| Lot No. 1, | 50 bbls. turpentine to R. M. Blackwell & Co., New York, 2,057 gallons, $1 28 ..... | 2,632 96 |
| " " 2, | 50 bbls. turpentine to C. J. Turner, N. Y., 2,008 galls., $1 31½ ..... | 2,640 52 |
| " " 3, | 50 bbls. turpentine to R. M. Blackwell & Co., N. Y., 1,966 galls., $1 32½ ..... | 2,604 95 |
| " " 4, | 50 bbls. turpentine to R. M. Blackwell & Co., N. Y., 2,034½ galls., $1 32½ ..... | 2,695 71 |

| | | |
|---|---|---|
| Lot No. 5, 50 bbls. turpentine to R. M. Blackwell & Co., N. Y., 2,058 galls., 1 33½ | | 2,747 43 |
| " " 6, 50 bbls. turpentine to R. M. Blackwell & Co., N. Y., 1,931½ galls., 1 32 | | 2,549 38 |
| " " 7, 50 bbls. turpentine to R. M. Blackwell & Co , N. Y., 1,937 galls., 1 34 | | 2,595 58 |
| " " 8, 50 bbls. turpentine to R. M. Blackwell & Co., N. Y., 1,952² galls., 1 34 | | 2,616 35 |
| " " 9, 26 bbls. turpentine to R. M. Blackwell & Co., N. Y., 1,008² galls., 1 36 | | 1,371 56 |
| 5 empty barrels | | |
| 431 | | $22,454 44 |
| Lot No. 1, 50 bbls. rosin to R. M. Blackwell & Co., N. Y., $7 12½ | | 356 25 |
| " " 2, 50 bbls. rosin to R. M. Blackwell & Co., N. Y., $6 87² | | 343 75 |
| " " 3, 50 bbls. rosin to R. M. Blackwell & Co., N. Y., $6 62² | | 331 25 |
| " " 4, 10 bbls. rosin to R. M. Blackwell & Co., N. Y., $6 00 | | 60 00 |
| " " 5, 50 bbls. rosin to W. G. Ward, $5 50 | | 275 00 |
| " " 6, 10 bbls. rosin to Philliplace & Bartlett, $6 00 | | 60 00 |
| " " 7, 50 bbls. rosin to R. M. Blackwell & Co., $5 62² | | 281 25 |
| " " 8, 50 bbls rosin to E. & F. Lincoln, $9 00 | | 450 00 |
| " " 9, 18 bbls. rosin to R. M. Blackwell & Co., $9 00 | | 162 00 |
| 338 | | $2,319 50 |
| Whole amount of sales | | $24,773 94 |

Paid Henry Pitman, clerk, the above amount, as per his receipt, as commanded.

ALBERT SANFORD, *U. S. Marshal.*

68 UNITED STATES OF AMERICA,
*Rhode Island District, ss:*

CLERK'S OFFICE, DISTRICT COURT,
*Providence, November 15th,* 1861.

I, Henry Pitman, clerk of the district court of the United States for Rhode Island, do hereby certify that the foregoing pages contain a true transcript of the record of the district court, in the libel of information, United States *vs.* The Schooner Adelso, her tackle, apparel and furniture and cargo and stores found on board thereof, duly examined and compared.

In testimony whereof, I have hereunto set my hand and the seal of said court on the day and year above written.

[L. S.]

HENRY PITMAN, *Clerk.*

69 And at said November term, 1861, of said circuit court, by agreement of parties, the following decree is entered:

*Decree of sale of schooner Adelso.*

On application of the proctors in the above-entitled cause, for the libellants and the claimants of said schooner Adelso, that an order issue to the marshal of said district for the sale of said vessel—

It is ordered, adjudged, and decreed by the court that the clerk of this court issue a warrant of venditioni exponas to the marshal of said district, returnable on the 2d day of December, A. D. 1861, directing him to sell said vessel at public auction, and the proceeds thereof to be paid into the registry of this court, to be distributed according to law. It is agreed that the within decree be entered.

70 WINGATE HAYES,
*Proctor for the Libellants.*
RICHARD OLNEY,
*Proctor for Claimants of Vessel.*

Entered as the decree of this court, per order thereof, this 5th day of the November term, 1861. (November 20.)

HENRY PITMAN, *Clerk.*

Whereupon the following warrant was issued:

*Warrant of sale.*

RHODE ISLAND DISTRICT, *ss:*

The President of the United States of America to the marshal of [L. S.] said district, or to his deputy, greeting:

Whereas, at a circuit court of the United States for the first circuit, began and holden at Providence, within and for the Rhode Island district, on the 15th day of November, A. D. 1861, the claimants of the schooner Adelso, her tackle, apparel, furniture, and cargo, filed their appeal in said circuit court from the district court for said district; and whereas, at said term, such proceedings have been had that, by an interlocutory decree entered therein, it was ordered that said schooner Adelso, her tackle, apparel, and furniture
71 be sold at public auction, and the proceeds thereof paid into the registry of the circuit court.

Wherefore you, the said marshal, are hereby commanded to cause the said schooner Adelso, her tackle, apparel and furniture, so ordered to be sold, to be sold in manner and form, upon notice, at the time and place by law required, and that you have the money arising from such sale, and pay the same to the clerk of said court as soon as may be.

Witness the Hon. Roger B. Taney, our chief justice at Providence, this 20th day of November, A. D. 1861.

HENRY PITMAN, *Clerk.*

*Marshal's return.*

DISTRICT OF RHODE ISLAND, *ss:*
*November* 29, 1861.

I have this day sold the schooner Adelso, at a marshal's sale, at public auction, to Captain Henry A. Brightman, he being the
72 highest bidder for the same, for the sum of nine hundred and ninety-five dollars, and have paid the same to Henry Pitman, clerk of the court, and have his receipt for the same, as commanded.

ALBERT SANFORD,
*U. S. Marshal.*

And the said cause being continued from term to term until the present June term, 1863, it is thus called for hearing and the following decree entered:

*Decree.*

This appeal came on to be heard at the present term of this court, when the United States and the claimants respectively appear by their proctors, and the advocates for the claimants decline to argue the case. And now, after mature deliberation had, it is here ordered, adjudged, and decreed by this court that the decree of the district court, relating to the said schooner Adelso, her tackle, apparel, and furniture, cargo and property found on board thereof, be, and
73 the same is hereby, affirmed, and the claim of Tucker, Whitin & Carrere be, and the same is hereby, dismissed.

And that the said schooner Adelso, her tackle, apparel, and furniture, cargo and property found on board thereof, be, and the same are hereby, condemned as good and lawful prize; and that the said United States recover against said Tucker, Whitin & Carrere their costs of court taxed at—

And if the said costs shall not be paid within ten days after demand made on them, or on the stipulators therefor, then, and in such case, execution to issue against such stipulators for the same.

Entered as the decree of this court, per order thereof, this 2d day, June term, 1863.

HENRY PITMAN, *Clerk.*

74 From which decree the claimants of said schooner Adelso and cargo filed, in open court, their motions for appeal, as follows:

*Motion for appeal.*

Filed June 16, 1863.

In the claim of Edgar Tucker and Henry Whitin, claiming, as agents of Henry Horton and John Kay, the schooner Adelso, her tackle, apparel, furniture, and stores found on board.

Richard Olney, proctor for the above-named claimants, claims an appeal to the Supreme Court of the United States from the decree of this honorable court, passed on the sixteenth day of June, A. D. 1863, dismissing their claim and condemning said schooner as lawful prize.

RICHARD OLNEY, *Proctor.*

75 *Motion for appeal by claimants of cargo and schooner Adelso.*

Filed June 16, 1863.

In the claim of Edgar Tucker and Henry Whitin, claimants of the cargo for themselves, and as agents for McLean, Maris & Co. and D. and J. McRae & Co.

Richard Olney, proctor for the above-named claimants, claim an appeal to the Supreme Court of the United States from the decree of this honorable court, passed on the sixteenth day of June, A. D. 1863, dismissing their claims and condemning the cargo and merchandise claimed by them as good and lawful prize.

RICHARD OLNEY, *Proctor.*

76 *Appeal bond filed by claimants of cargo of schooner Adelso.*

June 23, 1863.

Know all men by these presents, that we, Henry Whitin, of the city, county and State of New York, merchant, as principal, and Royal C. Taft, of Providence, in the State of Rhode Island, merchant, as surety, are holden and stand firmly bound unto the United States of America in the full and just sum of five hundred dollars, to be paid to the said United States; to the faithful payment whereof we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally and firmly. Sealed with our seals, and dated the twenty-second day of June, in the year one thousand eight hundred and sixty-three.

The condition of this obligation is such, that whereas the above-named Henry Whitin and Edgar Tucker, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, have appealed from a decree of the circuit court of the United States for the first
77 circuit, holden at Newport, within and for the district of Rhode Island, made on the sixteenth day of June, whereby their claim to the schooner Adelso was dismissed, and the said schooner condemned as good and lawful prize to the United States:

Now, if the above-named Henry Whitin and Edgar Tucker shall prosecute their said appeal with effect, and pay all damages and costs which shall be awarded against them in this cause, then this obligation shall be void; otherwise the same shall remain in full force.

HENRY WHITIN. [SEAL.]
ROYAL C. TAFT. [SEAL.]

Approved June 22, 1863.

JOHN PITMAN, *District Judge.*

78 *Appeal bond filed by claimants of schooner Adelso.*

June 23, 1863.

Know all men by these presents, that we, Henry Whitin, of the city, county, and State of New York, merchant, as principal, and

Royal C. Taft, of Providence, in the State of Rhode Island, merchant, as surety, are held and firmly bound unto the United States of America in the full and just sum of five hundred dollars, to be paid to the said United States; to the faithful payment whereof we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally and firmly. Sealed with our seals, and dated this twenty-second day of June, in the year of our Lord one thousand eight hundred and sixty-three.

The condition of this obligation is such, that whereas the above-named Henry Whitin and Edgar Tucker, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, have appealed from a decree of the circuit court of the United States for the first circuit,
holden at Newport, within and for the district of Rhode Island,
79 made on the sixteenth day of said June, whereby their claim to the schooner Adelso was dismissed, and the said schooner condemned as good and lawful prize to the United States:

Now, if the above-named Henry Whitin and Edgar Tucker shall prosecute said appeal with effect, and pay all damages and costs which shall be awarded against them in this cause, then this obligation shall be void; otherwise the same shall remain in full force.

HENRY WHITIN. [SEAL.]
ROYAL C. TAFT. [SEAL.]

Approved June 22, 1863.

JOHN PITMAN, *District Judge.*

80 UNITED STATES OF AMERICA,
*Rhode Island District, sc:*

CLERK'S OFFICE, CIRCUIT COURT,
*Providence, November 20th,* 1863.

I, Henry Pitman, clerk of said court for said district, do hereby certify that the foregoing contains a true transcript of the record of the appeal in admiralty, "Tucker, Whitin & Carrere, claimants of schooner Adelso and cargo, *vs.* The United States of America."

In testimony whereof, I have hereunto set my hand and the seal of
[L. S.] said court on the day and year above mentioned.

HENRY PITMAN, *Clerk.*

Filed December 17, 1863.